

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER PR-R4-11-00545		PAGE OF 1 36	
2. CONTRACT NO. EP-R4-12-01		3. AWARD EFFECTIVE DATE 12/16/2011		4. ORDER NUMBER		5. SOLICITATION NUMBER SOL-R4-11-00002	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Mark Benson		b. TELEPHONE NUMBER (No collect code) 404-562-8324		8. OFFER DUE DATE/LOCAL TIME ES	
9. ISSUED BY Region 4 US Environmental Protection Agency Atlanta Federal Center 61 Forsyth Street, SW Atlanta GA 30303-3104		CODE R4		10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: WOMEN-OWNED SMALL BUSINESS (WOMB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOMB) <input checked="" type="checkbox"/> (NA)		11. RATION NAICS: 519120 SIZE STANDARD: \$7.0	
11. DELIVERY FOR POST DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 799) <input type="checkbox"/>		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO Region 4 US Environmental Protection Agency Atlanta Federal Center 61 Forsyth Street, SW Atlanta GA 30303-3104		CODE R4		16. ADMINISTERED BY Region 4 US Environmental Protection Agency Atlanta Federal Center 61 Forsyth Street, SW Atlanta GA 30303-3104		CODE R4	
17a. CONTRACTOR/OFFEROR AWD MANAGEMENT SERVICES Attn: ARDELLA DANIELLE JONES 1745 N. BROWN RD. STE. 110 LAWRENCEVILLE GA 300438144		CODE 788538549 FACILITY CODE		18a. PAYMENT WILL BE MADE BY RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711		CODE RTP FMC	
TELEPHONE NO. 4042345375		17b. CHECK IF REINSTATEMENT IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
18. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	DUNS Number: 788538549 Confirming Order Placed With: SHAYLA PATILLO, Do Not Duplicate Max Expire Date: 09/30/2015 Period of Performance: 01/03/2012 to 09/30/2015 Base Period (Not Separately Priced)						
0001A	REGIONAL LIBRARY OPERATIONS SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$332,526.17			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER 			
30b. NAME AND TITLE OF SIGNER (Type or print) Ardeella D. Jones, Pres & CEO		30c. DATE SIGNED 12-19-11		31b. NAME OF CONTRACTING OFFICER (Type or print) Michael E. Allen		31c. DATE SIGNED 12-14-2011	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001B	<p>Accounting Info: 11-12-B-04G00GF-ZZZHF8R-2504-LSLMIBBS-1104MQ1005-001 01 BFY: 11 EFY: 12 Fund: B Budget Org: 04G00GF Program (PRC): ZZZHF8R Budget (BOC): 2504 Job #: LSLMIBBS DCN - Line ID: 1104MQ1005-001 Funding Flag: Partial Funded: \$98,298.00</p> <p>OEA LAW LIBRARY SERVICES</p> <p>Accounting Info: 11-T-04D-302EC7C-2504-LSLMIBBS-C001-1104MQ1005-003 BFY: 11 Fund: T Budget Org: 04D Program (PRC): 302EC7C Budget (BOC): 2504 Job #: LSLMIBBS Cost: C001 DCN - Line ID: 1104MQ1005-003 Funding Flag: Partial Funded: \$42,163.00</p> <p>Accounting Info: 11-12-B-04G00LL-ZZZHF8R-2504-LSLMIBBS-1104MQ1005-002 02 BFY: 11 EFY: 12 Fund: B Budget Org: 04G00LL Program (PRC): ZZZHF8R Budget (BOC): 2504 Job #: LSLMIBBS DCN - Line ID: 1104MQ1005-002 Funding Flag: Partial Funded: \$17,876.00</p> <p>RECORDS MANAGEMENT SERVICES</p> <p>Accounting Info: Continued ...</p>			Exemption 4 Confidential Business Information (CBI)	
0001C					

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

EP-R4-12-01

PAGE OF

3

36

NAME OF OFFEROR OR CONTRACTOR

AWD MANAGEMENT SERVICES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	11-12-B-04G00GF-ZZZHF8R-2504-LSLMIBBS-1104MQ1005-001 01 BFY: 11 EFY: 12 Fund: B Budget Org: 04G00GF Program (PRC): ZZZHF8R Budget (BOC): 2504 Job #: LSLMIBBS DCN - Line ID: 1104MQ1005-001 Funding Flag: Partial Funded: \$55,521.16 Accounting Info: 11-12-B-04T00RR-501E50C-2504-LSLMIBBS-1104MQ1005-004 04 BFY: 11 EFY: 12 Fund: B Budget Org: 04T00RR Program (PRC): 501E50C Budget (BOC): 2504 Job #: LSLMIBBS DCN - Line ID: 1104MQ1005-004 Funding Flag: Partial Funded: \$53,625.01 Accounting Info: 11-12-B-04T00RR-202BD4C22-2504-1104MQ1005-005 BFY: 11 EFY: 12 Fund: B Budget Org: 04T00RR Program (PRC): 202BD4C22 Budget (BOC): 2504 DCN - Line ID: 1104MQ1005-005 Funding Flag: Partial Funded: \$65,043.00				
0002	Option Period 1 (Option Line Item) 09/30/2012 (Not Separately Priced)	Exemption 4 Confidential Business Information (CBI)			
0002A	REGIONAL LIBRARY OPERATIONS SERVICES (Option Line Item) 09/30/2012				
0002H	OEALAW LIBRARY SERVICES (Option Line Item) 09/30/2012				
0002C	RECORDS MANAGEMENT SERVICES (Option Line Item) 09/30/2012				
0003	Option Period 2 (Option Line Item) 09/30/2013 (Not Separately Priced)				
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-R4-12-01

PAGE 4 OF 36

NAME OF OFFEROR OR CONTRACTOR  
AWD MANAGEMENT SERVICES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003A	REGIONAL LIBRARY OPERATIONS SERVICES (Option Line Item) 09/30/2013				
0003B	OEA LAW LIBRARY SERVICES (Option Line Item) 09/30/2013				
0003C	RECORDS MANAGEMENT SERVICES (Option Line Item) 09/30/2013				
0004	Option Period 3 (Option Line Item) 09/30/2014 (Not Separately Priced)				
0004A	REGIONAL LIBRARY OPERATIONS SERVICES (Option Line Item) 09/30/2014				
0004B	OEA LAW LIBRARY SERVICES (Option Line Item) 09/30/2014				
0004C	RECORDS MANAGEMENT SERVICES (Option Line Item) 09/30/2014				
The obligated amount of award: \$332,526.17. The total for this award is shown in box 26.					

Exemption 4 Confidential Business Information (CBI)

Exemption 4 Confidential Business Information (CBI)

SECTION B .....	Page 7
B.1. CONTRACT TYPE.....	Page 7
B.2 FIXED PRICED CLINS.....	Page 8
SECTION C .....	Page 9
C.1 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS .....	Page 9
SECTION D .....	Page 9
SECTION F .....	Page 9
F.1 PERIOD OF PERFORMANCE (FAR 52.212-140) .....	Page 9
F.2 REPORTS OF WORK (EPAAR 1552.211-70).....	Page 9
F.3 LIST OF DELIVERABLES .....	Page 9
SECTION G .....	Page 11
G.1 CONTRACT ADMINISTRATION DATA (FAR 52-242-100) .....	Page 11
G.2 GOVERNMENT HOLIDAYS.....	Page 12
SECTION H .....	Page 12
H.1 GOVERNMENT-CONTRACTOR RELATIONS (EPAAR 1552.237-76).....	Page 12
H.2 CONTRACTOR PERFORMANCE INFORMATION (EPAAR 1552.242-71).....	Page 14
H.3 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70).....	Page 15
H.4 INSURANCE LIABILITY TO THIRD PERSONS (FAR 52.228-7).....	Page 15
H.5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (FAR 52.228-5) .....	Page 17
SECTION I.....	Page 10
I.1.CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JUN 2007) (FAR 52.212-5) (JUN 2011).....	Page 10
SECTION J .....	Page 17
J. 1 LIST OF ATTACHMENTS (52.252-100) .....	Page 24
ADDENDUM TO FAR CLAUSE 52.212-4.....	Page 25
1. NOTICE Listing Contract Clauses Incorporated by Reference .....	Page 26
2. OPTION EXTEND SERVICES TO (FAR 52.217-8) (NOV 1999).....	Page 27
3. OPTION TO EXTEND THE TERM OF THE CONTRACT-- FIXED PRICE (EPAAR 1552.217- 77) (OCT 2000).....	Page 27
4. KEY PERSONNEL (EPAAR 1552.237-72) (FEB 1995) DEVIATION.....	Page 28
5. TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (AUG 1993) DEVIATION.....	Page 29
6. ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996).....	Page 29
7. TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235- 76) (APR 1996).....	Page 30
8. DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997).....	Page 31
9. DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997).....	Page 32
10. RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996).....	Page 33
11. COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (1552.211-79) (OCT 2000) .....	Page 35

PERFORMANCE WORK STATEMENT(ATTACH #02).....	Page 2-1
CONTRACTOR PERFORMANCE REQUIREMENTS MATRIX (ATTACH #03) .....	Page 3-1
SCA WAGE DETERMINATION (ATTACH #04) .....	Page 4-1
AGENCY IDENTIFY VERIFICATION FOR CONTRACTOR PERSONNEL (ATTACH #05).....	Page 5-1
LIST OF GOVERNMENT FURNISHED EQUIPMENT (ATTACH #06) .....	Page 6-1

**SECTION B**  
**Supplies or Services/Prices**

**B.1. Contract Type.** This is a firm-fixed-priced contract. The following CLINS rates shall apply for payment purposes for the duration of the contract.

<b>BASE PERIOD -- 01/03/2012 TO 9/30/2012</b>					
Item #	Schedule of Supply/Services	Qty	Unit	Unit Price	Amount
0001	Base Period				
0001A	REGIONAL LIBRARY OPERATIONS				
0001B	OEA LAW LIBRARY				
0001C	RECORDS MANAGEMENT SERVICES				
<b>TOTAL FOR BASE PERIOD</b>					<b>\$ 566,361.00</b>
<b>OPTION PERIOD 1 -- 10/01/2012 TO 09/30/2013</b>					
0002	Option Period 1				
0002A	REGIONAL LIBRARY OPERATIONS				
0002B	OEA LAW LIBRARY				
0002C	RECORDS MANAGEMENT SERVICES				
<b>TOTAL FOR OPTION PERIOD 1</b>					<b>\$ 782,280.00</b>

Exemption 4 Confidential Business Information (CBI)  
Exemption 4 Confidential Business Information (CBI)

OPTION PERIOD 2 -- 10/01/2013 TO 09/30/2014					
0003	Option Period 2				
0003A	REGIONAL LIBRARY OPERATIONS				
0003B	OEA LAW LIBRARY				
0003C	RECORDS MANAGEMENT SERVICES				
TOTAL FOR OPTION PERIOD 2					\$ 805,716.00

OPTION PERIOD 3 -- 10/01/2014 TO 09/30/2015					
0004	Option Period 3				
0004A	REGIONAL LIBRARY OPERATIONS				
0004B	OEA LAW LIBRARY				
0004C	RECORDS MANAGEMENT SERVICES				
TOTAL FOR OPTION PERIOD 3					\$ 829,836.00

## B.2. -- FIXED PRICED CLINS

The fixed price CLINS includes all costs, direct and indirect, other than those identified as other direct costs in the clause below, and those necessary to perform the tasks in the Performance Work Statement. Elements of the fixed price include all prime contractor direct labor costs (with the exception of overtime cost), indirect rates (G&A, Overhead, Fringe Benefit), and profit for Records Management, Library Support, other support services.



**SECTION C**  
**Description/Specifications**

**C.1 52.210-100 Statement of Work/Performance Work Statement/Specifications**

Performance Work Statement (See Attachment No. 2)

**SECTION D**  
**Packing and Marking**

No clauses this section.

**SECTION E**  
**Inspection and Acceptance**

No clauses this section.

**SECTION F**  
**Deliveries or Performance**

**F.1 52.212-140 Period of Performance**

The period of performance of this contract shall be from a base period commencing **01/03/2012** through **09/30/2012** exclusive of all required reports. Three (3) optional 12-month periods are anticipated with maximum expiration ending on **09/30/2015**.

**F.2 1552.211-70 Reports of work.**

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with **Attachment 2 Performance Work Statement (see Page 2-1)**. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005 with an expiration date of February 28, 2003.

(End of clause)

**F.3 List of Deliverables**

<b><u>Description</u></b>	<b><u>Delivery Date</u></b>
1. <b>Comprehensive technical approach, assessment and improvement plan (DRAFT)</b>	March 1, 2011
2. <b>Comprehensive technical approach, assessment and improvement plan (FINAL)</b>	March 16, 2011

- |  |  |
|--|--|
| 3. <b>Technical Report including results from all subtasks performed</b>       | Monthly, NLT 10 <sup>th</sup> of every month                       |
| 4. <b>Regional Library Collection Inventory</b>                                | Annually, NLT 09/30 of each year                                   |
| 5. <b>Updates to Regional Library Operating Procedures Manual</b>              | Include in Technical Report as occurs                              |
| 6. <b>Updates to Regional Library User's Guide</b>                             | Include in Technical Report as occurs                              |
|  |  |
| 7. <b>Shelf List</b>   | Include in Technical Report as occurs                              |
| 8. <b>OEA Library Collection Inventory</b>                                     | Annually, NLT 09/30 of each year                                   |
| 9. <b>Assessment of OEA Staff Training needs</b>                               | Semi-annually  |
| 10. <b>Formal Training Evaluations</b>   | Within 10 days of conducting training                              |
| 11. <b>Informal Training Evaluations</b>                                       | Quarterly  |
| 12. <b>Brief summary of the EPA training attended</b>                          | Include in Technical Report as occurs                              |
| 13. <b>Referral List</b>   | Initial due 4 months after award, subsequent list as changes occur |
| 14. <b>OEA Law Library Operating Procedures Manual</b>                         | Initial due 4 months after award, subsequent updates semi-annually |
| 15. <b>OEA Law Library User's Guide</b>  | Initial due 4 months after award, subsequent updates semi-annually |
| 16. <b>Vital records Inventory Report</b>                                      | Annually, NLT 09/30 of each year                                   |
| 17. <b>Updates to Records Management Standard Operating Procedures Manuals</b> | Include in Technical Report as occurs                              |
| 18. <b>Updates User's Guide</b>  | Include in Technical Report as occurs                              |

**SECTION G**  
**Contract Administration Data**

**G.1 52.242-100 Contract Administration Representatives**

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

**Project Officer (PO)**

**Shayla Patillo**

Office of Policy & Management, FOIA and Records Services Section  
U.S. Environmental Protection Agency  
61 Forsyth Street, SW  
Atlanta, Georgia 30303-8990  
(404) 562-8385  
(404) 562-8054 (FAX)  
[patillo.shayla@epa.gov](mailto:patillo.shayla@epa.gov)

**Alternate Project Officer (APO)**

**LouAnn Gross**

Office of Policy & Management, FOIA and Records Services Section  
U.S. Environmental Protection Agency  
61 Forsyth Street, SW  
Atlanta, Georgia 30303-8990  
(404) 562-9642  
(404) 562-8054 (FAX)  
[gross.louann@epa.gov](mailto:gross.louann@epa.gov)

**Contracting Officer Representative (COR) - OEA Division (Records and Law Library)**

**LaShandra Jones**

Office of Environmental Accountability, Information & Resources Management  
U.S. Environmental Protection Agency  
61 Forsyth Street, SW  
Atlanta, Georgia 30303-8990  
(404) 562-9689  
(404) 562-8078 (FAX)  
[jones.lashandra@epa.gov](mailto:jones.lashandra@epa.gov)

**Contracting Officer Representative (COR) – Water Division**

**Susan Pope**

Water Program Enforcement Branch  
U.S. Environmental Protection Agency  
61 Forsyth Street, SW  
Atlanta, Georgia 30303-8990  
(404) 562-9770  
[pope.susan@epa.gov](mailto:pope.susan@epa.gov)

**Contracting Officer Representative (COR) – TMDL Program**

**Sibyl F. Cole**

TMDLs Section  
Pollution Control Implementation Branch  
Water Protection Division  
U.S. Environmental Protection Agency  
61 Forsyth Street, SW

Atlanta, Georgia 30303-8990  
(404) 62-9437  
(404) 62-9224 (FAX)  
[cole.vl@epa.gov](mailto:cole.vl@epa.gov)

Contracting Officials responsible for administering this contract are as follows:

**Michael Allen** - *Administrative Contracting Officer*  
U.S. Environmental Protection Agency  
61 H. H. Boylston St NW  
Atlanta, GA 30303  
(404) 62-8393  
[allen.michael@epa.gov](mailto:allen.michael@epa.gov)

**Mark Benson** - *Contract Specialist*  
U.S. Environmental Protection Agency  
61 H. H. Boylston St NW  
Atlanta, GA 30303  
(404) 62-8324  
[benson.mark@epa.gov](mailto:benson.mark@epa.gov)

## **G.2 GOVERNMENT HOLIDAYS (LOCAL LRT-04-02) (DEC 2001) DEVIATION**

The following holidays are observed by the Government and the normal operation of the facilities will be closed on these days:

New Year's Day  
Martin Luther King Birthday  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

## **SECTION H** **Special Contract Requirements**

### **H.1 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship.

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 14 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

## **H.2 1552.242-71 CONTRACTOR PERFORMANCE INFORMATION (DEVIATION)**

As prescribed in section 1542.1504, insert the following clause in all applicable solicitations and contracts. Contractor Performance Information (May 2010 Deviation)

(a) In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR Deviation 1542.15, past performance evaluations shall be prepared and submitted electronically to the Past Performance Information Retrieval System (PPIRS). The process for submitting evaluation reports to PPIRS shall be through use of the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS.

Using CPARS, EPA shall evaluate contractor performance using the following evaluation factors as applicable: Technical (Quality of Product), Product Performance, Systems Engineering, Software Engineering, Logistic Support/Sustainment, Product Assurance, Other Technical Performance, Schedule, Cost Control (Not Applicable for Firm-Fixed Price or Firm-Fixed Price with Economic Price Adjustment), Management, Management Responsiveness, Subcontract Management, Program Management and Other Management, Other Areas, and Utilization of Small Business.

Each evaluation factor shall be rated in accordance with a five scale rating system: Red/Unsatisfactory, Yellow/Marginal, Green/Satisfactory, Purple/Very Good, and Dark Blue/Exceptional, N/A = Not Applicable. Plus or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change assessment status.

(b) The contractor shall designate representatives to whom the evaluations will be sent automatically and electronically. The name, title, e-mail address and phone number of the designated contractor representative shall be provided to the contracting officer who will, in turn, provide that information to their CPARS Focal Point administrator for authorization access. Any changes in designated contractor personnel shall be the sole responsibility of the contractor to inform the contracting officer and the CPARS Focal Point.

The contractor has thirty (30) calendar days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The response shall be sent through CPARS.

The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) calendar days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and finalize the evaluation in CPARS after expiration of the specified 30 calendar days.

If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the contract level contracting officers representative and/or applicable official, shall initially try to resolve the disagreement with the contractor.

If the disagreement is not resolved between the contractor and the contracting officer, the matter will be referred, as promptly as possible, to the Reviewing Official (an official at least one level above the contracting officer or contract specialist) for resolution.

The Agency Reviewing Official shall record a determination in CPARS. The ultimate conclusion on the performance evaluation is a decision of the EPA.

The contracting officer shall complete the Agency review and finalize the evaluation in CPARS after the contracting officer receives the Agency Reviewing Officials determination.

An interim or final report is considered completed after the contracting officer finalizes the evaluation in CPARS.

### **H.3 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)**

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

### **H.4. INSURANCE—LIABILITY TO THIRD PERSONS (FAR 52.228-7) (MAR 1996)**

(a)(1) Except as provided in paragraph (a)(2) of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program, provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed—

(1) For that portion—

(i) Of the reasonable cost of insurance allocable to this contract; and

(ii) Required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of

funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for—

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)—

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of—

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; *provided*, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall—

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

(End of clause)



#### **H.5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (FAR 52.228-5) (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

### **SECTION I** **Contract Clauses**

#### **I.1 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (FAR 52.212-5) (Apr 2011)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

**X** (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

\_\_\_ (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

\_\_\_ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (9) [Reserved]

X (10) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

\_\_\_ (11) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

X (12) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (13) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (July 2010) of 52.219-9.

X(14) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (15) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (16) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (17) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (18) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

X (20) 52.219-28, Post Award Small Business Program Representation (Apr 2009) (15 U.S.C. 632(a)(2)).

\_\_\_ (21) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

\_\_\_ (22) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

X (23) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_\_ (24) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

X (25) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (26) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (27) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

X (28) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

X (29) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

X (30) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_ (31) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (32) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

X (33) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

X (34) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

X (35) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (Sep 2010) (E.O. 13513).

X (36) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

X (37) (i) 52.225-3, Buy American Act --Free Trade Agreements -- Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (38) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (39) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (40) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (41) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (42) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (43) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (44) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

\_\_\_ (45) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (46) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

\_\_\_ (47) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (48) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

## **SECTION J**

### **List of Documents, Exhibits and Other Attachments**

#### **J.1 52.252-100 List of attachments**

<b>Attachment Number</b>	<b>Attachment Title</b>	<b>Date</b>	<b>Number of Pages</b>
1	Addendum - FAR Clause	N/A	6
2	Performance Work Statement for Information Resources Management Support Services	12/15/2011	35
3	Contractor Performance Requirement Matrix	12/15/2011	9
4	SCA Wage Determination (DOL) WD 05-2133 (Rev.-10)	06/17/2011	12
5	Agency Personal Identity Verification for Contractor Personnel	12/15/2011	6
6	List of Government Furnished Equipment	12/15/2011	4



**Attachment #1**

**Addendum --- FAR Clauses**

**1. NOTICE: Listing Contract Clauses by Reference**  
**52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/>; OR <http://www.gpoaccess.gov/cfr/index.html>

FEDERAL ACQUISITION REGULATIONS (48 CFR Chapter 1)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.201-1	DEFINITIONS	(JUL 2004)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER.	(AUG 2000)
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS.	(JUN 2010)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION, ALTERNATE 1	(MAY 2011)
52.223-10	WASTE REDUCTION PROGRAM	(MAY 2011)
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	(MAY 2011)
52.232-22	LIMITATION OF FUNDS	(APR 1984)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	(APR 1984)
52.237-3	CONTINUITY OF SERVICES	(JAN 1991)
52.242-13	BANKRUPTCY	(JUL 1995)
52.242-15	STOP-WORK ORDER	(AUG 1989)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(DEC 2011)
52.245-1	GOVERNMENT PROPERTY	(AUG 2010)
52.245-9	USE AND CHARGES	(AUG 2010)
1552.203-71	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER	(AUG 2000)
1552.208-70	PRINTING	(DEC 2005)
1552.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST	(MAY 1994)

1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL (APR 1996)  
BUSINESS INFORMATION

1552.237-71 TECHNICAL DIRECTION (AUG 2009)

(End of clause)

**2. 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **15 days** of contract expiration period.

(End of clause)

**3. OPTION TO EXTEND THE TERM OF THE CONTRACT-- FIXED PRICE  
(EPAAR 1552.217-77) (OCT 2000)**

The Government has the option to extend the term of this contract for three additional one-year period(s). If more than 30 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

- (a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

PERIOD OF PERFORMANCE	BEGINNING DATE	ENDING DATE
Base Period (9 months)	01/03/2012	09/30/2012
Option Period One (12 month)	10/01/2012	09/30/2013
Option Period Two (12 months)	10/01/2013	09/30/2014
Option Period Three (12 months)	10/01/2014	09/30/2015

(b) During the option period(s) the Contractor shall provide the services described in the Performance Work Statement.

(c) Fixed price totals for each option period are as follow:

PERIOD OF PERFORMANCE	TOTAL AMOUNT
Base Period (01/03/2012 - 09/30/2012)	<b>\$566,361.00</b>
Option Period One (10/01/2012- 09/30/2013)	<b>\$782,280.00</b>
Option Period Two (10/01/2013- 09/30/2014)	<b>\$805,716.00</b>
Option Period Three (10/01/2014- 09/30/2015)	<b>\$829,836.00</b>

(End of clause)

#### **4. KEY PERSONNEL (EPAAR 1552.237-72) (FEB 1995) DEVIATION**

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager: **Alexia Price**

Regional Librarian: **Joshua Grimes**

OEALaw Librarian: **Patricia Strougal**

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

## **EPAAR CLAUSES**

### **5. TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (AUG 1993) DEVIATION**

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(End of provision)

### **6. Access to Federal Insecticide, Fungicide, and Rodenticide Act Confidential Business Information (1552.235-73)(APR 1996)**

Access to Federal Insecticide, Fungicide, and Rodenticide Act Confidential Business Information (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA

Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235- 71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

(End of Clause)

**7. Treatment of Confidential Business Information (TSCA)(1552.235-76) (APR 1996)**

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(End of clause)

**8. Data Security for Federal Insecticide, Fungicide, and Rodenticide Act Confidential Business Information (EPAAR 1552.235-77) (DEC 1997)**

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, 1200 Pennsylvania Ave., NW., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(End of clause)

**9. Data Security for Toxic Substances Control Act Confidential Business Information (EPAAR 1552.235-77) (DEC 1997)**

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), 1200 Pennsylvania Ave., NW., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.



(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and,
- (2) The facts warrant an equitable adjustment.

(End of clause)

#### **10. RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

- (1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

**11. Compliance with EPA Policies for Information Resources Management (EPAAR 1552.211-79 ) (OCT 2000)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
- (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A-Minimum Set of Data

Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov/etsd/directives.nsf>).

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from: U.S. Environmental Protection Agency Office of Administration Facilities Management and Services Division Distribution Section Mail Code: 3204 1200 Pennsylvania Ave., NW., Washington, DC 20460 Phone: (202) 260-5797

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

(End of clause)

**TITLE: EPA REGION 4 INFORMATION RESOURCE MANAGEMENT SERVICES SUPPORT**

**PART I—GENERAL INFORMATION**

**A. BACKGROUND**

The mission of the U.S. Environmental Protection Agency is to protect human health and the environment. The Agency is comprised of a Headquarters office located in Washington D.C., as well as ten regional offices located throughout the country. EPA Region 4 is located in Atlanta, GA and supports the states of Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina and Tennessee.

EPA Region 4 is comprised of the Office of the Regional Administrator and 8 divisions/offices, which include the following:

- Office of the Regional Administrator
- Air, Pesticides and Toxics Management Division (APTMD): responsible for achieving cleaner air, healthier communities, safer food, and emergency readiness.
- Resource Conservation and Recovery Act Division (RCRA): responsible for preserving and restoring land using the most effective waste management and clean-up methods available.
- Science and Ecosystems Support Division (SESD): through its scientific and technical support services, serves as the primary provider of scientific and technical expertise and environmental data for EPA Region 4 program offices.
- Superfund Division (SF): protects the public and the environment by cleaning up the nation's worst hazardous waste sites. EPA Region 4 Superfund's cleanup activities include both short-term and emergency cleanups as well as long-term cleanups at targeted sites.
- Water Protection Division (WPD): responsible for permitting and enforcement of facilities that discharge to water bodies; working with states, tribes and local governments to protect our coastal areas; helping to provide safe drinking water to our citizens; and implementing and overseeing regulatory programs in our states.
- Office of Policy and Management (OPM): responsible for core business operations of the regional office such as financial management, human capital, procurement, grants, facilities/property management, planning and environmental indicators/innovations, information technology and records management.
- Office of Environmental Accountability (OEA): provides legal advice and counseling for Region 4; assists regional program offices in criminal enforcement activities; plans, coordinates, and monitors the Region's enforcement and compliance assurance program, including federal facilities; and provides leadership in implementing national enforcement activities and initiatives.
- Office of External Affairs (OExA): facilitates the exchange of information between EPA and the public, Congress, and state/local governments; broadly communicates EPA's mission to protect human health and safeguard the natural environment; promotes public awareness of environmental issues; advances and develops environmental education and training; and solicits stakeholder commitment to environmental stewardship and environmental protection.

As noted above, the Regional Records Program resides in the Office of Policy and Management (OPM). The 44 U.S.C. Chapter 31 - Records Management by Federal Agencies requires all federal agencies to create records that document their activities, file records for safe storage and efficient retrieval, and dispose of records according to Agency schedules. EPA Region 4's records management system is multifaceted and comprised of multiple libraries, records centers and file rooms. The Superfund and RCRA divisions directly manage their own Records Management programs however support for all divisions is overseen by the OPM Employee Information Solutions Branch. While agency staff provide overall management of the records management program, technical assistance is required in the following areas:

- Library Management
  - EPA Region 4 Library
  - OEA Law Library
- Regional Records Management Support
  - In support of all eight (8) divisions
- Library and Records Management Products

**EPA Region 4 Library:** The EPA Region 4 Library serves as a focal point for access to the Agency's collection of monographs (i.e., books, technical reports, and documents), serials (i.e., annuals, journals, and newsletters), material produced in microform, and electronic information services. The library provides access to existing information sources for EPA staff, Library Network and to the public. Region 4 has transferred some core library functions to the Andrew W. Breidenbach Environmental Research Center (AWBERC), located in Cincinnati, Ohio. AWBERC provides services such as interlibrary loans, cataloging, on-line literature searches, and reference/research requests that are not physically maintained in the Region 4 Library. The AWBERC houses the largest scientific and technical collection in the EPA Library Network, including more than 25,000 books, over 600 journal subscriptions, and 2,000,000 technical reports. The AWBERC library staff support EPA laboratories and research programs with a diverse collection of materials in the Agency's Headquarters, Regional and Field Offices, Research Centers, and specialized laboratories located throughout the country.

**EPA Region 4 Office of Environmental Accountability Law Library:** The EPA Region 4 Office of Environmental Accountability Law Library provides a full range of legal, legislative and business research services for an office of approximately 75 attorneys and 4 paralegals, as well as senior officials in the Region.

OEA is comprised of five legal practice areas:

- Air, Pesticides, and Toxics Legal Support
- Comprehensive Environmental Response, Compensation and Liability Act Legal Support
- Regional Criminal Enforcement Counsel and General Law Legal Support
- Resource Conservation and Recovery Act, Underground Storage Tanks, and Oil Pollution Act Legal Support
- Water Legal Support

The facility is a complex, specialized, environmental law library offering a wide range of knowledge management services. Law library information services are not offered to State environmental agencies or the general public. Since Region 4 attorneys represent the government in legal actions against major law firms which have nearly unlimited access to information, the law library must provide the same quality of information services provided by legal researchers of major law firms.

The Law Library serves as a focal point for access to OEA's law library collection. This collection consists of environmental and general law materials as well as internal EPA publications. The collection is divided into 3 parts:

- Treatises
- Reporters
- EPA monographs

Holdings are organized in accordance with the Library of Congress Classification System. Materials are classified and cataloged in accordance with the Anglo-American Cataloging Rules (AACR2), Library of Congress standards, and standard Agency procedures. The OEA Bibliographic Database (database) is the current tool used to browse and search library materials within the collection. OEA is preparing to migrate its bibliographic records to the EPA Online Library System (OLS). OLS is the Agency's national library catalog

for holdings in the EPA Library Network. The Online Computer Library Center (OCLC) is the source of data for OLS which allows copy cataloging. Original cataloging is needed for items not in the OCLC.

**Regional Records Management Program:** The Regional Records Management Program supports all program offices within EPA Region which may or may not have centralized Record Centers or File Rooms. Primary customers include EPA staff, state, tribal, and local government agencies, libraries, the regulated community, other EPA Regions and Headquarters, EPA contractors, and EPA grantees. The program includes organizing, maintaining and managing Agency documents and files throughout their life cycle, and collecting and inventorying records for on-site and off-site storage. It also provides the enterprise conversion support that enables records to be provided by the use of an Enterprise Content Management System (ECMS). The ECMS will bring electronic email records capture capability to the EPA, and eventually, implementation of electronic document and records management. The Records Management Program serves as the focal point for inventorying and archiving regional records, assessing the Region's records management needs, identifying and analyzing alternative records management approaches to meet these needs, and developing plans for the approaches chosen by the Region.

## **B. SCOPE OF WORK**

The contractor shall provide library management services for the EPA Region 4 Library and OEA Law Library; records management services, which includes enterprise content management (ECM) and imaging support to the Region 4 office for conversion efforts and vital records operations; support for all of the Record Centers and/or File Rooms for the following divisions:

- Offices of the Regional Administrator (ORA)
- Office of External Affairs (OExA)
- Air, Pesticides, & Toxics Management Division (APTMD)
- Office of Policy and Management (OPM)
- Office of Environmental Accountability (OEA)
- Water Protection Division (WPD)

The tasks and major subtasks to be performed are as follows:

### **Task 1.0 Regional Library Management**

- 1.1 Regional Library Staffing
- 1.2 Circulation Management
- 1.3 Collection Management and Cataloging
- 1.4 Information Requests
- 1.5 Electronic Services
- 1.6 EPA National Library Network Participation/Coordination
- 1.7 New Technology
- 1.8 Mail Distribution
- 1.9 Standard Operating Procedures Manual (Operation Manual)
- 1.10 Regional Library User's Guide

### **Task 2.0 Office of Environmental Accountability (OEA) Library Operations and Management**

- 2.1 OEA Law Library Staffing
- 2.2 OEA Law Library Collection Management and Cataloging
- 2.3 OEA Law Library Research Requests
- 2.4 OEA Law Library Training/Educational Materials
- 2.5 Law Library Electronic Services
- 2.6 EPA National Library Network Participation/Coordination
- 2.7 OEA Standard Operating Procedures Manual (Operation Manual)
- 2.8 OEA Law Library User's Guide

**Task 3.0 Regional Records Management Support**

- 3.1 Establishment of Federal and Agency Requirements
- 3.2 Records Management Support Services
- 3.3 File Organization, Storage, Retrieval and Destruction
- 3.4 Maintain Regional Record Center and File
- 3.5 Records Management Training
- 3.6 Electronic Database Management & Electronic Record Keeping System Support
- 3.7 Protection of Confidential, Sensitive and Off-Site Consequence Analysis Information

The initial period of performance shall commence from contract award through September 30, 2012. Additionally, EPA anticipates three (3) one-year option periods for this requirement.

**PART II—WORK REQUIREMENTS**

**TECHNICAL REQUIREMENTS**

**TASK 1 –REGIONAL LIBRARY OPERATIONS AND MANAGEMENT**

Regional library operations shall be consistent with the policies, procedures and practices of the EPA National Library Network.

**SUBTASK 1.1 – REGIONAL LIBRARY STAFFING**

The contractor shall manage all functions of the library. The contractor shall keep the Project Officer (PO) and/or Alternate Project Officer (APO) abreast of library issues. The contractor shall not make any final decisions on library matters without first consulting with the PO and/or APO.

**Requirements and Performance Standards**

The contractor shall:

- A. Staff the library, at a minimum, with one (1) full-time Librarian during the normal operating hours of 8:00 a.m. to 4:30 p.m. daily (except Federal Holidays) with access to EPA employees from 8:00 a.m. to 4:30 p.m. and access to the public from 8:00 a.m. to 3:45 p.m. The Librarian must possess a Masters in Library Science (MLS) degree and at least 3 years experience. Presently, the Regional Library experiences 65 patrons per month.
- B. Perform quarterly shelf read and weeding. Conduct collection annual inventory. The contractor shall also coordinate the preparation and digitization of the Region's collection, and complete processing of other outstanding library operations. The contractor shall operate and maintain areas in compliance with Regional standards, operating procedures, directives, and guidance. Guidance and policy may be found at the following site:  
[http://intranet.epa.gov/librarynetwork/moving\\_forward.html#policy](http://intranet.epa.gov/librarynetwork/moving_forward.html#policy)
- C. Ensure that service to the EPA staff and the public is professional, courteous, timely, and complete. Contractor shall record the results from the tasks performed in the monthly Technical Report.



- D. Monitor the library's collections and report any destruction, loss, excessive disorder, or removal of collections to the PO. The contractor shall report security violations, including destruction, loss, excessive disorder, or removal of collections from the library to the PO upon discovery and include this information in the monthly Technical Report.
- E. Maintain the Regional library in an orderly and professional manner. Equipment, materials, and work spaces are available and neatly arranged. Malfunctioning equipment shall be reported to the PO upon discovery.

#### **Subtask 1.1 Deliverables/Report Items**

<u>Description</u>	<u>Delivery Date</u>
1. Technical Report including results from task performed	Monthly, NLT 10 <sup>th</sup> of every month
2. Collection Inventory	Annually, NLT 09/30 of each year

#### **SUBTASK 1.2 – CIRCULATION MANAGEMENT**

The contractor shall operate and maintain a library circulation system: (1) to ensure that Region 4 materials are loaned and borrowed according to Agency policies and procedures, and (2) to track circulation activity for retrieval, statistical analysis, and decision-making. The contractor shall:

- A. Maintain daily circulation records and issue monthly notices of overdue status to borrowers
- B. Provide the PO a quarterly report of overdue items.
- C. Provide monthly statistical reports of circulation activity for internal items and interlibrary loans (ILLs), which include the division breakdown along with the number of employees. Monthly reports shall be factually correct and written in a clear and concise manner without typographical errors. The contractor shall provide verification on the borrowing status of departing employees to the PO and/or APO, when requested.
- D. Maintain accurate records of items in circulation. The system shall be maintained and updated weekly to ensure up-to-date records. Any problems with overdue materials past 3 months, or problems with the system in general, shall be immediately reported to the PO.

#### **NOTES:**

Authorized Borrowers: Only EPA staff/grantees/contractors are eligible to borrow library materials directly. The general public and other entities are not eligible to borrow EPA library materials directly, but may borrow through a public or Academic library, using the Interlibrary Loan procedure.

Loan Period: The loan period for borrowers is three (3) weeks; however, the loan period may be changed if approved by the PO or APO.

#### **Subtask 1.2 Deliverables/Report Items**

<u>Description</u>	<u>Delivery Date</u>
--------------------	----------------------

1. Technical Report including results from subtasks performed

Monthly, NLT 10<sup>th</sup> of every month

### **SUBTASK 1.3 – COLLECTION MANAGEMENT AND CATALOGING**

The contractor shall develop, maintain, inventory, track, and provide access to the library collection of books, reports, technical documents, serials (i.e., magazines, journals), newsletters, conference proceedings, maps, charts, microfiche, electronic information services, special collections, CD-ROMS, and other documents and reference materials. They shall be maintained in accordance with agency policies and standard professional practices. The EPA Online Library System (OLS) is the Agency's national library catalog for holdings in the EPA Library Network of libraries and contains bibliographic citations for books, EPA and other Federal Agency's technical reports, conference proceedings, indices, audiovisual materials, maps, journals and a host of other items. The Online Computer Library Center (OCLC) is the source of data for the OLS which allows copy cataloging. Original cataloging is needed for items not in the OCLC. The contractor shall follow the standard Agency procedures for cataloging. The contractor shall catalog on a very limited basis, only when needed as a backup to the AWBERC. Items are cataloged according to the Anglo American Cataloging Rules (AACRII) as well as the Library of Congress standards relevant to subject headings and properly labeled with call numbers according to LC classification scheme.

The contractor shall:

- (1) Provide collection development and recommendation for improving Regional holdings.
- (2) Conduct an annual inventory to confirm what is listed in catalog database (i.e. – OLS) is consistent with shelved library items.
- (3) Coordinate cataloged items with AWBERC and prepare labels for Region 4 items cataloged.
- (4) Update of the Region's cataloging procedures.
- (5) Provide support to the EPA Library Network.
- (6) Coordinate core services with the AWBERC such as interlibrary loans, cataloging, online literature searches, and reference/research requests that are not physically maintained in the Library.

#### **Requirements and Performance Standards**

A. **Interlibrary Loans (ILL)** – The contractor shall serve as the liaison for filtering Region 4 borrowed materials back to AWBERC from Region 4. The contractor shall:

1. Process requests for ILLs for documents physically maintained in the Library. The contractor shall provide ILL support services using American Library Association/ILL procedures and guidelines. ILL service provides the capability to lend and borrow material to or from the EPA library network or other federal, academic, and special libraries, and quickly make it available to EPA staff. The contractor shall maintain accurate records in accordance with existing copyright laws, shall retrieve ILL materials from customers in time to adhere to all ILL loan periods, and shall make every attempt to ensure EPA materials are promptly returned from other libraries.
2. Forward requests for interlibrary loans, for items not maintained in the library, to the AWBERC. AWBERC will process all borrowing requests for collections that are not physically in the Region 4 Library.
3. Submit monthly reports to the PO providing the number of ILL requests processed, transferred back to AWBERC and the number of ILL requests remaining to be transferred

and/or processed, if any. Monthly reports shall be factually correct and written in a clear and concise manner without typographical errors.

All requests for ILL (not in Region's physical possession) are properly transferred to AWBERC upon receipt of patron requests. All ILL *lending* requests for collection in the Region's physical possession shall be handled within 5 business days, under normal circumstances. Monthly reports shall be provided within required due dates and include accurate statistical information. Performance shall be determined through the monthly reports and customer feedback. All requirements shall be met within specified timeframes.

- B. **Cataloging** – The contractor shall serve as liaison for forwarding Region 4 collection of books, documents, dissertations, journals, microfiche, multimedia products, etc., to the AWBERC for input to OCLC and transfer to the EPA Online Library System. The contractor shall:
1. Identify and compile all Region 4 collections to be cataloged.
  2. Photocopy the collection or document cover (e.g., front of book cover), table of contents, index, and verso (or back side of title page) of the collection and forwarded electronically (email, facsimile, or Intranet online request form) to the AWBERC. Maintain a list of items transferred.
  3. Prepare appropriate labels for Region 4 collection and add to shelf collection.
  4. Submit monthly reports to the PO providing the number of items transferred and the number of items remaining to be transferred, if any. Monthly reports shall be factually correct and written in a clear and concise manner without typographical errors.
- C. **Reference/Research** – The contractor shall serve as liaison for AWBERC if additional information or clarification is needed on a particular Region 4 request, when the requester is not available.
1. The contractor shall forward misdirected requests received in the Region 4 Library to the AWBERC.
  2. Submit monthly reports to the PO providing the number of misdirected requests transferred to AWBERC and the number of requests outstanding to be transferred, if any. Monthly reports shall be factually correct and written in a clear and concise manner without typographical errors.
  3. Reference requests are properly forwarded to AWBERC. Additional information and clarification, to the extent possible, provided to AWBERC in absence of Region 4 patron.
- D. **Digitization of Documents** – The contractor shall identify and prepare library documents and/or collections (i.e., reports, etc.) to be boxed and shipped for digitization and added to the online National Service Center for Environmental Publications (NSCEP), formerly called National Environmental Publications Information System (NEPIS) available at [www.nepis.epa.gov](http://www.nepis.epa.gov). The NEPIS will be expanded to become the Agency's electronic archive of published material.
1. The contractor shall identify Region 4 documents and collections not already in the NSCEP for digitization.
    - a. Assist EPA in developing procedures to capture and archive new Agency documents electronically at the point of content in coordination with NEPIS, the Online Library System

- b. Assist EPA in developing procedures to digitize older reports that currently exist only in paper or microfiche.
  2. The contractor shall prioritize and package documents and/or collections in suitable box for shipping according to the established Agency procedures for digitizing and dispersing library collections. Ship boxes to the AWBERC for digitization into the NEPIS database and to be sent to final repository location.
  3. Maintain a list of documents or collections shipped to AWBERC.
  4. Ensure documents or collections are placed in proper repositories after digitization is completed.
  5. Library collections are properly identified, shipped according to established procedures, and available in the NEPIS database.
- E. The contractor shall provide assistance by verifying the services or collections transferred by the Region 4 Library to the AWBERC. Accurate information will be transferred and verification of receipt by AWBERC will be obtained within 24 hours.
- F. The contractor shall update and weed collection materials.
1. The contractor shall maintain and update accurate lists of library collection and resources (hardcopy and electronic).
  2. The contractor shall also maintain a separate list of items removed from collection (weeding) along with date of removal made available upon request of the PO or APO. However, the completion date and number of updates and removal of collection activities are submitted in monthly reports. Monthly reports shall be factually correct and written in a clear and concise manner without typographical errors.

#### **Subtask 1.3 Deliverables/Report Items**

<u>Description</u>	<u>Delivery Date</u>
1. Technical Report including results from subtasks performed	Monthly, NLT 10 <sup>th</sup> of every month

#### **SUBTASK 1.4 - INFORMATION REQUESTS**

The contractor shall provide Quick Ready Reference services to EPA staff and the public regarding information sources that are physically maintained in the Region 4 collection. The EPA standard for quick ready reference services is 15 minutes or less to complete. The contractor shall provide the requested information, but shall not interpret agency policy or answer questions concerning technical policy issues. Questions related to program-related areas or functions are referred to the appropriate division office contacts for handling and resolution.

#### Requirements and Performance Standards

- A. Quick Ready References - The contractor shall respond to quick ready reference inquiries from EPA staff and the public, only as it relates to the Region 4 Library collection, by email, telephone, inter-office mail, regular mail, FAX, or in person. However, all general quick and extensive reference inquiries that do not relate to the Region 4 (R4) Library collection are transferred to the appropriate EPA program office or AWBERC for handling and resolution.
- B. Extensive Ready Reference - Inquires (or information requests) from patrons shall be processed within the stated timeframes, complete and responsive to the needs of the patrons. All rush ready reference must be handled within an hour. Process all extensive ready reference requests within 24 work hours. All requests that should not be handled by the Library are properly transferred to the appropriate office within 24 work hours. The contractor shall refer complaints to PO and/or APO. Handling of requests are properly documented and reported to the PO monthly. The contractor shall provide periodic progress reports (via email, phone calls, etc.) to the requester until the request is completed.
- C. General Inquiries-Non-Library - The contractor shall forward general inquiries received pertaining to non-Library Region 4 collection materials to the designated staff within the Director of the Office of External Affairs (OExA). Inquiries received that are related to specific program areas are electronically forwarded or transferred to appropriate program offices for their direct response to the patron. Requests are transferred or forwarded to appropriate program offices by the next business day following the request.
- D. The contractor shall forward all environmental complaints within 2 days of receipt to:  
<http://www.epa.gov/ebtpages/compcivilenforceme complaints.html>
- E. The contractor shall forward inquiries for Agency records, or if inquiry received may be answered by responsive documents maintained in program offices, to the Regional Freedom of Information Act (FOIA) Office within 2 days of receipt.
- F. The contractor shall maintain a complete record on the status and handling of all information or research requests. The contractor shall report the statistics on the number of responses completed, source of request (from whom), method of receipt (how received, e.g., telephone, work email, Internet/Intranet, central email box, fax, etc.) on requests for collection of materials physically located in the R4 Library. The report shall include the number of requests transferred and to which program office requests were transferred.

#### **Subtask 1.4 Deliverables/Report Items**

<u>Description</u>	<u>Delivery Date</u>
1. Technical Report including results from subtasks performed	Monthly, NLT 10 <sup>th</sup> of every month

#### **SUBTASK 1.5 - ELECTRONIC SERVICES**

The contractor shall provide routine non-web ready content to support the R4 Library internet and intranet sites. Proposed content or revisions shall be submitted to PO and/or APO for approval.

##### Requirements and Performance Standards

- A. The contractor shall recommend to the PO revisions and additions to Library information on the web site.
- B. The contractor shall develop new library information for web publication, e.g. New Books List, etc., that meet Agency web standards and/or guidelines. The EPA website guidance can be found at the following URL: <http://yosemite.epa.gov/oei/webguide.nsf/homepage/>
- C. The contractor shall provide a monthly report of updates to the library web pages to be

incorporated in the Technical Report. Monthly reports shall be factually correct and written in a clear and concise manner without typographical errors.

#### **Subtask 1.5 Deliverables/Report Items**

<u>Description</u>	<u>Delivery Date</u>
1. Technical Report including results from subtasks performed	Monthly, NLT 10 <sup>th</sup> of every month

#### **SUBTASK 1.6 - EPA NATIONAL LIBRARY NETWORK PARTICIPATION/COORDINATION**

The contractor is encouraged to participate in EPA-specific training, conferences, workshops, seminars and library-related meetings to exchange information to enhance the library. The contractor shall develop cooperative working relationships with library colleagues, including active participation in the EPA Library Network and contributing to network products, activities, and implementation of services. The contractor shall, upon the written technical direction of the PO, attend EPA courses or seminars related to the library. Participation promotes improved access to information, documents, and library services. The contractor shall enhance patron awareness of library holdings and services by providing instruction and guidance materials on the use of access information, documents, and library services as approved by the PO.

##### Requirements and Performance Standards

- A. The contractor shall provide a written report of training attended and how the Region benefits from information received in the training to the PO and/or APO. Request for attendance of conference and seminars shall be submitted to the PO for approval. A summary report of information received from conferences or seminars is submitted within 10 working days of returning from the conference or seminar. All reports shall be factually correct and written clearly and concisely.
- B. The contractor shall actively participate in EPA Library teleconferences (such as the Library Network's Monthly Teleconference). Active participation in the EPA Library Network shall be determined through network feedback and PO and/or APO review of contributions to network products and services. The contractor shall participate and report results in monthly report. Significant information received from the library network teleconferences shall be reported to the PO via email within 5 days.
- C. The contractor shall provide and develop instructional training and guidance materials on the use and availability of library products (including databases, etc.) and services when requested by the PO. Contractor may expect 2 -3 formal training sessions per year. Materials developed shall be approved by the PO and/or APO and may include pamphlets, brochures, newsletters, and information notices about the services and products available as well as current environmental information and issues to assist patrons in their program and/or public outreach awareness activities. Training, briefings, and/or guidance materials must be well organized, clearly presented with appropriate outlines and/or handouts. Materials developed shall contain no typographical errors and shall be relevant to the audience and/or work conducted by the EPA staff. Training activities are reported monthly to PO. Performance will be measured by customer feedback and review by the PO and/or APO.
  - a. The contractor shall produce materials (i.e. – pamphlets) about the library services and products.

- b. The contractor shall provide briefings/orientations for EPA staff, as requested.

#### **Subtask 1.6 Deliverables/Report Items**

<u>Description</u>	<u>Delivery Date</u>
1. Technical Report including results from subtasks performed	Monthly, NLT 10 <sup>th</sup> of every month

#### **SUBTASK 1.7 – NEW TECHNOLOGY**

The contractor shall research and recommend, as appropriate, upgrades to existing technology, equipment, and information technology advances, specific to library applications, e.g., CD-ROM, Internet, etc., that will improve overall library services and functions. The contractor shall provide to the PO and/or APO written recommendations and supporting information about technological advances, equipment, and procedures as they become available. Recommendations shall be captured monthly within the Technical Report.

#### **Subtask 1.7 Deliverables/Report Items**

<u>Description</u>	<u>Delivery Date</u>
1. Technical Report including results from subtasks performed	Monthly, NLT 10 <sup>th</sup> of every month

#### **SUBTASK 1.8 – MAIL DISTRIBUTION**

The contractor shall ensure that all mail received (i.e., journals, newsletters, etc.) in the Library is expeditiously and properly sorted and delivered to the appropriate locations within the Library.

##### Requirements and Performance Standards.

- A. All subscription renewals and invoices for library expenditures and/or services shall be promptly delivered to the PO and/or APO.
- B. The contractor shall receive, sort, and/or distribute mail daily by 2 PM each day.
- C. The contractor shall properly place receipt of updated library collections (i.e., magazines, journals, etc.) in the appropriate location in the library within 2 days of receipt. Successful performance will be determined by customer feedback and by onsite review by the PO and/or APO.

#### **Subtask 1.8 Deliverables/Report Items**

<u>Description</u>	<u>Delivery Date</u>
1. Technical Report including results from subtasks performed	Monthly, NLT 10 <sup>th</sup> of every month

### **Subtask 1.9 STANDARD OPERATING PROCEDURES MANUAL (OPERATION MANUAL)**

The contractor shall develop, maintain, and/or update the Regional Library Operating Procedures Manual. The manual shall be completed four (4) months after contract award and submitted for approval by the PO and/or APO. Subsequent reviews of the procedures manual shall be completed every six (6) months for additional modifications and updated accordingly, then submitted for approval by the PO and/or APO.

#### **Subtask 1.9 Deliverables/Report Items**

<u>Description</u>	<u>Delivery Date</u>
1. Technical Report including results from subtasks performed, such as updates to Regional Library Operating Procedures Manual	Monthly, NLT 10 <sup>th</sup> of every month

### **SUBTASK 1.10 – REGIONAL LIBRARY USER’S GUIDE**

The User’s Guide explains to EPA staff how to use and access information. The User’s Guide shall be a one - two page hand-out. This guide must be kept current at all times and copies are made available to users. The contractor shall develop any necessary materials (such as appropriate forms, filing forms, indexing forms, etc.) to go along with the User’s Guide and provide training on the proper use of the library when needed or requested by PO and/or APO (i.e., new employees using the library). The PO and/or APO will approve all materials before distribution.

#### Requirements and Performance Standards

- A. The contractor shall develop, maintain, and update User’s Guide for the Regional Library. Information that shall be contained in the Regional Library’s User’s Guide shall include, but is not limited to:
  - a. how library holdings may be checked out (including interlibrary loans)
  - b. who may check-out library collections
  - c. how to request research to be conducted and response turnaround time
  - d. hours of operation
  - e. identify selected core services provided by the AWBERC and how to obtain information
  - f. policies provided by the PO and/or APO for the library
- B. The contractor shall develop, maintain, and/or update the User’s Guide four (4) months after contract award and submit for approval by the PO and/or APO. Subsequent reviews of the User’s Guide shall be completed every six (6) months for additional modifications and updated accordingly, then submitted for approval by the PO and/or APO.

#### **Subtask 1.10 Deliverables/Report Items**

<u>Description</u>	<u>Delivery Date</u>
1. Technical Report including results from subtasks performed, such as updates to Regional Library User’s Guide	Monthly, NLT 10 <sup>th</sup> of every month



## **TASK 2: OEA LAW LIBRARY OPERATIONS AND MANAGEMENT**

The contractor shall provide library management services in OEA's Law Library. OEA library operations shall be consistent with the policies, procedures and practices of the EPA National Library Network. The contractor does not support State environmental agencies or the general public with information services, unless requested by the Regional Counsel.

### **SUBTASK 2.1 - OEA Law Library Staffing**

The contractor shall manage all functions of the law library. The contractor shall keep the Project Officer (PO) and/or OEA's Contracting Officer Representative (COR) abreast of Library issues. The contractor shall not make any final decisions on library matters without first consulting with the PO and/or OEA's COR.

#### Requirements and Performance Standards

The contractor shall:

- A. Staff the library, with a minimum one (1) full-time Librarian. The Librarian must possess a Masters in Library Science (MLS) degree and at least 3 year experience.
- B. Operate the law library during the normal operating hours of 8:00 a.m. to 4:30 p.m., 32 hours per week, Monday through Friday (except Federal Holidays). The OEA'S COR will approve the hours of operation. Occasionally, an attorney may require research services after normal business hours for a case matter that has an impending legal deadline which prevents the work being performed the following day. The contractor shall notify the OEA'S COR prior to conduct research.
- C. Provide daily staffing, operation, and maintenance of the law library by complying with regional standards, operating procedures, directives and guidance. The contractor shall ensure that law library service is courteous, timely and complete. The contractor shall perform this task so that customer complaints are fewer than 5% of the total customers serviced in a given 3 month period as documented by a quarterly law library customer survey.
- D. Maintain the law library in orderly and professional manner so that customer complaints are fewer than 5% of the total customers serviced in a given 3 period as documented by a quarterly law library customer survey.

#### **Subtask 2.1 Deliverables/Report Items**

<u>Description</u>	<u>Delivery Date</u>
1. Technical Report including results from subtasks performed	NLT 10th of every month

## **SUBTASK 2.2 – OEA LAW LIBRARY COLLECTION MANAGEMENT AND CATALOGING**

The contractor shall develop, maintain, and track the environmental law collection. Contractor must conduct an annual inventory to confirm what is listed in catalog database (i.e – OLS) is consistent with shelved library items. The contractor shall coordinate and track interlibrary loans in accordance with the OEA Law Library Procedures Manual, which is physically maintained in the OEA Law Library. The contractor shall evaluate resources in all formats, integrate them to meet the needs of law library customers, and discard or archive them as outlined in the OEA Law Library Procedures Manual. The contractor shall make suggestions on collection development including the differences among formats. The contractor shall operate and maintain an automated circulation system to track the activity for retrieval, statistical analysis, and decision making. The contractor shall coordinate distribution of the Region 4 annual Code of Federal Regulations (CFR) order to requestors.

- A. The contractor shall classify and catalog acquired legal material and update holdings in the designated database in accordance with the Library of Congress Classification System and standard Agency procedures within three (3) working days after information has been classified. The contractor shall properly label holdings with call numbers according to the Library of Congress classification scheme. The contractor shall catalog rush items by the next working day following receipt. Cataloged items are labeled with call numbers or shelf location.
- B. The contractor shall prepare monthly and/or ad hoc reports to highlight the number of items cataloged, items added to the database, backlog items, and items loans. Reports shall be factually correct and written in a clear and concise manner without typographical errors. Monthly reports will be due on the 10th day of each month. Ad hoc reports will be requested by the OEA'S COR and due by the deadline agreed upon by the OEA'S COR and the contractor. Reports will be accepted or rejected for revision.

### Requirements and performance standards

The contractor shall:

- A. Provide the OEA'S COR with recommendations for collection development for improving library resources.
- B. Maintain an automated circulation system and coordinate interlibrary loans in accordance with the OEA Law Library Procedures Manual.
- C. Update and maintain the pocket parts and bound volumes for the federal and state reporter systems, laws, regulations, guidance, legal encyclopedias, treatises and Restatements of the Law by following the OEA Law Library Procedures Manual for weeding, handling superseded items, retaining materials and filing loose-leaf services. The contractor shall maintain a Shelf List in both electronic and hardcopy. The contractor shall update the shelf list as changes occur.
- D. Coordinate distribution of the annual CFR order to OEA employees and the points-of-contact for Region 4 divisions and offices. The contractor shall ensure that CFR books are distributed within 20 working days of receipt.

### **Subtask 2.2 Deliverables/Report Items**

<u>Description</u>	<u>Delivery Date</u>
1. Technical Report including results from task performed (i.e.- statistics, weeding, utilization, list of suggested collection development, etc.)	NLT 10 <sup>th</sup> of each month
2. Shelf List	Update as changes occur

3. Collection Inventory

Annually, NLT 09/30 of each year

**SUBTASK 2.3 – OEA LAW LIBRARY RESEARCH REQUESTS**

The contractor shall provide legal research, corporate and legislative histories, business and individual background searches, and relevant ready reference. The contractor shall document results of research requests in the event the question is asked again by other clients. The contractor shall only provide these services for other EPA employees with the approval of the OEA's COR.

Legal research, corporate and legislative histories, and business and individual background searches provided involve multiple information sources that are compared and contrasted using criteria such as timeliness, accuracy, relevance and reliability. The contractor will search using the following electronic information sources: Accurant, Advanced Google Searching, Courtlink, Dun and Bradstreet private portal, Dun and Bradstreet Product, Equifax ePORT, Georgia Superior Court Clerks Cooperative Authority, Heinonline, Mergent Online, LexisNexis, Pacer, Shadow Law, and Westlaw. The contractor shall perform complex legal research using the federal and state reporter systems, laws, regulations, guidance, legal encyclopedias, treatises and Restatements of the Law.

Periodically, the contractor shall go to local libraries at universities or law firms to conduct research. When the contractor determines that the information requested by an attorney can only be obtained at a local research library, the contractor shall notify the OEA's COR about this off-site research.

Requirements and Performance Standards

- A. These services shall be accurate, relevant, reliable, cost-effective and comply with the OEA Law Library Procedures Manual. The contractor shall evaluate the quality and authenticity of traditional and electronic sources and convey their importance to law library customers. The contractor shall aggregate content from a variety of sources and synthesize information to create customized products for law library clients. In addition, the contractor shall monitor trends in environmental law and include information about applicable legal trends along with legal research responses.

Within one day of receiving each extensive legal research request, the contractor shall provide the requester an estimated time for research completion. The contractor shall provide daily progress reports. The contractor shall maintain an electronic log of research results so the information will be readily available. The log shall include requester's name, program, brief description of the search statement, databases searched and number of searches, and total time dedicated per research request.

- B. The contractor shall provide ready Reference Services that are accurate, timely, relevant, reliable, cost-effective and comply with the manual mentioned above. The contractor shall evaluate the quality and authenticity of traditional and electronic sources and convey their importance to library customers. The contractor shall move quickly from one ready reference subject to another. The contractor shall handle non-rush reference requests within one working day and rush ready references within the time agreed upon during the reference interview with the requester. The contractor shall document information sources required to provide requested information and research results so the information will be readily available, if requested again. The contractor shall maintain an electronic log of research results so the information will be readily available, if requested again. The log shall include requester's name, program, brief description of the search statement, databases searched and number of searches, and total time dedicated per research request.

### **Subtask 2.3 Deliverables/Report Items**

<b><u>Description</u></b>	<b><u>Delivery Date</u></b>
1. Technical Report including research completed, statistics, utilization, etc.	NLT 10 <sup>th</sup> of each month

### **SUBTASK 2.4 – OEA LAW LIBRARY TRAINING/EDUCATION MATERIALS**

The contractor shall determine the educational needs of law library clients through observation, survey, and discussion with clients and colleagues. By applying the principles of adult education, the contractor shall educate law library customers in the methodologies of legal research. These customers will have differing needs and technology skill levels. The contractor shall act as a liaison to outside providers of commercial research databases and shall coordinate instruction in the effective use of these tools. The contractor shall train staff in searching the database, generating reports, and maintaining the database whenever a new staff member is added or there is a change in the database architecture.

#### **Requirements and Performance Standards**

- A. Once survey of staff training needs is assessed, the contractor shall request the approval of the OEA'S COR for the research curriculum and training materials for Westlaw and LexisNexis classes.
- B. The contractor shall deliver informal training to law library customers in the methodologies of legal research and accurately answer OEA staff questions concerning databases and online research or refer them to the appropriate source of help. The contractor shall provide individual follow-up training sessions. The contractor shall gather feedback from customers regarding informal training in a survey. The contractor shall incorporate customer feedback into future class curriculum.
- C. Contractor shall coordinate 2 to 3 formal training sessions per year. The contractor shall coordinate the commercial database training with the vendor who will actually perform the training. The contractor shall secure the use of the Region 4 computer training room. The contractor shall evaluate the database research classes by asking participants to complete an evaluation form that shall be developed by the contractor and approved by the OEA'S COR. The contractor shall incorporate class feedback into future class curriculum.

### **Subtask 2.4 Deliverables/Report Items**

<b><u>Description</u></b>	<b><u>Delivery Date</u></b>
1. Technical Report, include training completed	NLT 10th of each month
2. Assessment of OEA Staff Training needs	Semi-annually
3. Formal Training Evaluations	Within 10 days of conducting training
4. Informal Training Evaluations	Quarterly

### **SUBTASK 2.5 – OEA LAW LIBRARY ELECTRONIC SERVICES**

The contractor shall conduct complex legal research in varied formats of print and full-text electronic databases, including Accurant, Advanced Google Searching, Courtlink, Dun and Bradstreet private portal, Dun and Bradstreet Product, Equifax Eport, Georgia Superior Court Clerks Cooperative Authority, Heinonline, Mergent Online, LexisNexis, Pacer, Shadow Law, and Westlaw. In addition, the contractor shall perform complex legal research using the federal and state reporter systems, laws, regulations, guidance, legal encyclopedias, treatises

and Restatements of the Law. The contractor shall research and evaluate the need for new and evolving technology and recommend changes.

The contractor must maintain a Referral List that identifies information sources. The contractor shall develop, maintain, and/or update the Referral List four (4) months after contract award and submit for approval by the PO and/or OEA'S COR. Subsequent changes to the Referral List shall be completed as changes occur.

Requirements and performance standards.

Implementation and management of law library databases including OLS - The contractor shall be able to perform complex legal research using varied formats, including online full-text electronic database. The contractor shall implement, maintain, quality check and support OEA law library databases. The contractor shall ensure that information may be searched using criteria such as divisional, key word, Boolean logic and/or other criteria needed to locate and manage information.

**Subtask 2.5 Deliverables/Report Items**

Description

Delivery Date

1. Technical Report including list of evolving technologies, recommend changes, statistics, and utilization of electronic services

NLT 10<sup>th</sup> of each month

2. Referral List

Initial due 4 months after award, subsequent list as changes occur

**SUBTASK 2.6 – EPA LIBRARY NETWORK PARTICIPATION/COORDINATION**

The contractor shall, upon the written approval of the OEA'S COR, attend EPA-related training, workshops, seminars, or conferences related to the library. The contractor is encouraged to participate actively in EPA's national library network.

**Requirements and Performance Standards**

A. The contractor is encouraged to participate in EPA's library network online e-mail (listserve) and the monthly network conference call. The contractor shall contribute, assess and/or develop EPA library network products. The products will be reviewed and approved by the OEA'S COR.

B. The contractor shall provide the OEA'S COR a summary for each conference or seminar within 10 working days upon return from the conference. The OEA'S COR will review and approve each summary.

**Subtask 2.6 Deliverables/Report Items**

Description

Delivery Date

1. Technical Report, including brief summary of the EPA training attended

NLT 10<sup>th</sup> of each month

### **Subtask 2.7 LAW LIBRARY STANDARD OPERATING PROCEDURES MANUAL (OPERATION MANUAL)**

The contractor shall develop, maintain, and/or update the Law Library Operating Procedures Manual four (4) months after contract award and submit for approval by the PO and/or OEA COR. Subsequent reviews of the procedures manual shall be completed every six (6) months and updated accordingly, then submitted for approval by the PO and/or OEA COR.

#### **Subtask 2.7 Deliverables/Report Items**

<u>Description</u>	<u>Delivery Date</u>
1. OEA Law Library Operating Procedures Manual	Initial due 4 months after award, subsequent updates are due semi-annually

### **Subtask 2.8 – OEA LAW LIBRARY USER'S GUIDE**

The contractor shall develop and maintain a User's Guide for the OEA Law Library. The User's Guide explains to EPA staff how to use and access information, such as EPA database and the Online Library Catalog. The User's Guide shall be a one to two page handout. This guide must be kept current at all times and copies made and available to users. The contractor shall develop any necessary materials (such as appropriate forms, filing forms, indexing forms, etc.) to go along with the User's Guide and provide training on the proper use of the end users services when needed or requested by PO and/or OEA COR (i.e., new employees using the library). The PO and/or OEA'S COR will approve all materials before distribution.

#### Requirements and Performance Standards

- A. The contractor shall develop, maintain, and update User's Guides for the Law Library
- B. Information that shall be contained in the Regional and Law Library's User's Guide shall include, but is not limited to:
  - a. how library holdings may be checked out (including interlibrary loans)
  - b. who may check-out library collections
  - c. how to request a research to be conducted and what is turnaround time for reply
  - d. hours of operation
  - e. policies provided by the PO and/or OEA COR for the library
- C. The contractor shall develop, maintain, and/or update the User's Guide four (4) months after contract award and submit for approval by the PO and/or OEA COR. Subsequent reviews of the User's Guide shall be completed every six (6) months and updated accordingly, then submitted for approval by the PO and/or OEA COR.

#### **Subtask 2.8 Deliverables**

<u>Description</u>	<u>Delivery Date</u>
1. OEA Law Library User's Guide	Initial due 4 months after award, subsequent updates are due semi-annually

### **TASK 3: REGIONAL RECORDS MANAGEMENT SUPPORT**

Records Management support includes organizing, maintaining and managing EPA documents and files throughout their life cycle, collecting and inventorying records for on-site and off-site storage, and educating EPA personnel on records management operations.

Records Management: The management of Agency records includes both hardcopy and electronic files. The services shall include:

- Organizing files of the program offices and divisions within EPA Region 4;
- Assisting with Records Management marketing campaigns;
- Updating office file plans;
- Conducting records management training for EPA staff, grantees and contractors;
- Administering record centers in the above mentioned locations; where applicable;
- Providing systems management, maintenance, and support for existing and new electronic Agency record systems {i.e., Versatile, Enterprise Content Management System (ECMS)}; and
- Providing records management support services associated with the preparation, duplication, maintenance, and retrieval of regional documentation.

These services will be consistent with the EPA, National Archives and Records Administration (NARA), regulatory, and legislative requirements and shall provide acceptable documentation standards to meet legal sufficiency requirements.

Place of Performance: Work shall be performed at EPA Region 4 offices (and maybe field offices), regional storage facilities (the Federal Records Center) and other facilities that may, at times, hold or destroy EPA records. The Regional Office is located at 61 Forsyth Street, SW, Atlanta, Georgia 30303, and storage/destruction facilities, and field offices are as follows:

(1) Records Storage Facility  
Federal Records Center (FRC)  
4712 Southpark Boulevard  
Ellenwood, GA 30294

(2) Records Destruction Facility  
Austell Box Board Mill 1  
3300 Joe Jerkins Boulevard  
Austell, GA 30168

(3) EPA Satellite Office  
Science and Ecosystem Support Division (SESD)  
980 College Station Road  
Athens, Georgia 30605

Some travel between the Region 4 offices and local storage/destruction facilities (i.e., National Archives Records Administration/Federal Records Center) for document/boxes review, pickup or delivery will be required.

### **SUBTASK 3.1 - ESTABLISHING FEDERAL AND AGENCY REQUIREMENTS**

The contractor shall provide adequate and proper documentation to meet legislative, federal and agency requirements. The contractor shall preserve records, regardless of medium, and provide records management guidance and operational support services for the implementation of Region 4 records management policies, directives, and guidance that are consistent with EPA, NARA, regulatory, legislative, and operational requirements.

#### **Requirements and Performance Standards**

- A. The contractor shall provide adequate and appropriate documentation to verify that federal and agency standards are met. This shall include all currently effective records management policies, directives, regulations, acts, guides, schedules, record center specific procedural and quality assurance manuals, training plans, materials, and monthly activity reports. The PO will review and approve the contractor's procedures, and monthly reports that address the Agency's requirements. Monthly reports shall be factually correct and written in a clear and concise manner without typographical errors.

#### **Subtask 3.1 Deliverables**

<b><u>Description</u></b>	<b><u>Delivery Date</u></b>
1. Technical Report including results from subtasks performed	NLT 10 <sup>th</sup> of every month

### **SUBTASK 3.2 - RECORDS MANAGEMENT SUPPORT SERVICES**

The contractor shall perform tasks that include, but not limited to: operational procedures and standards, file organization and management, retention schedules, file plan updates, disposition of records, tracking systems, file review and inventory, information management, and electronic record keeping to support all areas of records management. The contractor shall manage and track regional off-site and on-site storage of Agency records through a record management system (i.e. Versatile).

A. Records Management Support - The contractor shall provide records management training, guidance and support to staff for various divisions. The contractor shall provide Records Contact services for one or more division simultaneously. The contractor shall offer guidance to EPA staff, grantees, and contractors in records management operations, processes, and procedures, when requested. The contractor shall develop work products (i.e. - file plans, records cheat sheets, etc.) to assist program offices, that are complete and adequately documents the Agency's requirements. The PO and/or APO will review and approve work products. Support and assistance provided to program offices shall be documented in monthly reports. Monthly reports shall be factually correct and written in a clear and concise manner without typographical errors. Records Management Support shall be provided to the following divisions: OPM, AIR, WPD, OExA and OEA). These services are not required for SESD, SF and RCRA. In providing Records Management support, the contractor shall:

1. Serve as a liaison between the divisions/offices and the Region 4 Records Officer, to include coordinating and disseminating information amongst divisions.



2. Ensure that EPA staff is made aware of their records management responsibilities and protecting records in accordance with federal and EPA requirements. Includes but not limited: respond to questions, provide directions where information is located, etc.
  3. Create, update, and maintain file plans in hardcopy and electronic format specific to each division and/or program office; ensure that records are organized and can be found when needed.
  4. Review each division's office records, disposition schedules at least semi-annually, to ensure they are current and initiate changes when needed.
  5. Assist the Region 4 Records Officer with disposition activities, including retirement of inactive records, transfer of permanent records to the National Archives, and destruction in accordance with approved records disposition schedules.
  6. Create and update standard operating procedures for each division in accordance with established EPA and program policies.
  7. Obtain NARA Federal Records Management Certification, when it classes becomes available.
  8. Provide guidance and support on the records management component of the vital records program and updating the vital records inventory for the division.
  9. Assist the Document Control Officer with activities relating to the Regional Information Sensitivity (RIS) Database and Confidential Business Information (CBI), including updating and maintenance of database information.
  10. Notify EPA staff of regional records training requirements and follow up with staff to ensure all training requirements are met.
  11. Coordinate with the Region 4 Records Officer to develop a records marketing campaign for each division/office to promote records management awareness. The contractor shall conduct various events as outlined in the marketing campaign and update materials with new ideas or suggestions.
  12. Attend monthly meetings with the Region 4 Records Officer to discuss various records management issues within each division/office.
- B. Provide coordination of retrieval and delivery of records from off-site and on-site storage locations.
- 1) Retrieve records from the Federal Records Center (FRC) in response to program requests. The contractor shall ensure records are returned to the FRC when program office notifies for pickup of records.

- 2) Maintain the files and indices describing records sent to the FRC and retrieved from the FRC as assigned by accession numbers.
- 3) Provide records management support services for off-site (non-EPA facility) and on-site storage of records and information consistent with the FRC operating hours and delivery schedules as agreed to by EPA and contractor. The requests for delivery and pickup of Agency records, on-site and off-site, shall be coordinated and processed on a first-in, first-out basis to the extent possible. The contractor shall ensure requests for pickup or delivery of records from customers are not verbal, but in writing, via appropriate request form(s).
  - a) Normal retrieval of *on-site* materials shall be coordinated and accomplished daily.
  - b) Normal retrieval of *off-site* materials shall be at a minimum of twice a week. A schedule of the designated days and time for delivery and pickup of records to off-site storage facilities will be approved by the PO and/or APO and then publicized to EPA personnel.
  - c) Scheduled records delivery dates and times are subject to change to accommodate rush requests, holidays, building closings and special/unusual circumstances. When this occurs, the contractor shall notify the PO and users in advance of any schedule changes.
    - i. The contractor shall operate and use a Government Leased Vehicle (GLV) to retrieve records from the FRC in response to program requests. The contractor shall use and operate a GLV to return records to the FRC when program office notifies contractor that records are ready for pickup.
  - d) Prepare request for delivery of Agency records to FRC on appropriate forms (i.e., Standard Form 135) within one (1) week of receipt and submit to the FRC, retaining a copy of form(s) for Agency. Assist EPA in ensuring boxes of records are transported within one (1) week of receiving authorization from FRC.
  - e) Prepare request for retrieval of Agency records from FRC on appropriate forms (i.e., OF-11) and send to FRC. Requests shall be sent to FRC according to the following:
    - i. For all "records retrieval" requests received by the contractor **before** 3:00 pm, the contractor shall prepare a request form and send to FRC on the same business day.
    - ii. For all "records retrieval" requests received **after** 3:00 pm, the contractor shall prepare a request form and send to FRC on the next business day
  - f) The contractor shall deliver records retrieved from FRC to program offices according to the following:
    - i. For all records retrieved from FRC **before** 2:00 pm, the contractor shall deliver records to customers on the same business day.
    - ii. For all records retrieved from FRC **after** 2:00 pm, the contractor shall deliver records to customers on the next business day.

- iii. The contractor shall notify customers when records are returned from the FRC. The notification shall include a delivery date (i.e. same day or the next business day.)
- g) The contractor shall retrieve records from customers for storage in on-site or off-site facilities according to the following:
  - i. For all “records pick-up” requests received by the contractor **before** 2:00 pm, the contractor shall retrieve records from customers on the same business day to process for storage.
  - ii. For all “records pick-up” requests received by the contractor **after** 2:00 pm, the contractor shall retrieve records from customers on the next business day to process for storage.
- C. The contractor shall provide adequate, timely, and appropriate levels of service for retrieval of records and information from on-site/off-site locations that are consistent with Regional standards. The contractor shall perform tasks so that customer complaints are fewer than 5% of the total customers serviced in a given 3-month period. The contractor shall meet the requirements of Region 4 operational policies and directives. The contractor shall provide quality assurance and quality controls of the records stored off-site, maintenance of accurate inventories, and certification of records destroyed in accordance with EPA, NARA, and legislative requirements

### **Subtask 3.2 Deliverables**

<u>Description</u>	<u>Delivery Date</u>
1. Technical Report including results from subtasks performed	NLT 10 <sup>th</sup> of every month

### **SUBTASK 3.3 - FILE ORGANIZATION AND DESTRUCTION**

The contractor shall provide support and guidance on the organization, storage, retrieval, and destruction of Agency records; collect and inventory records for the program files outlined in the Scope of Work. The contractor shall establish program files, organize, and index records in accordance with Records Management standards, Agency requirements and guidelines. Standards and guidelines may be found at the following URL: <http://www.epa.gov/records/policy/>.

The contractor shall:

- A. Provide file organization, file review, records inventory, file plans, and retrieval of Agency records. Upon completing assessment, the contractor shall develop standard processes of these functions in offices where they do not exist. Where they do exist, conduct a review and modify accordingly.
- B. Develop or update file plans that shall be tied to the Region 4 organizational structure down to the section or team level, unless specified otherwise. Approximately, 50 file plans currently exist.
- C. Provide guidance to program offices and/or select and determine the appropriate EPA Records Retention Control Schedule number if one exists. If an EPA records schedule does not exist, the contractor shall develop and submit a schedule for approval through PO for submission to Agency Headquarters office.

- D. Develop appropriate file structures and processes for creating and maintaining files and records; enter records information into appropriate regional database. Records shall be identified by type, function, and program.
- E. Maintain a current listing of records found within the Region and ensure that records can be identified and found when needed. The contractor shall:
- a. Coordinate the effective and efficient transfer of records and information to an off-site storage site.
  - b. Maintain inventory of onsite and offsite records, transfers, pickup/deliveries of Agency records.
  - c. Conduct adequate research of records on a quarterly basis, and report missing records to the PO and/or APO.
  - d. Coordinate the timely and appropriate destruction of obsolete records according to EPA Records Retention Control Schedules. The contractor shall maintain inventories of records stored off-site and records destroyed.
  - F. The contractor shall respond to program office requests by the agreed upon deadline between the program office and/or PO. Documentation prepared by the contractor shall meet Agency requirements and be approved by the PO and/or APO. Provide documentation that accurately reflects complete record holdings, current file structures, record schedules, record inventories, transfers, and destructions. The contractor shall conduct the inventory in accordance with guidance, standards, forms, and materials provided by the National Records Management Program, National Archives Records Administration, and/or regionally developed forms and procedures developed for this task by the PO and/or APO.

Water Protection Division Only – The contractor shall serve as Water Protection Division Regional Records Liaison and Document Control Officer (DCO) for Confidential Business Information (CBI) and Regional Information Sensitivity (RIS) Database

1. Responsible for identifying and developing records management goals and objectives for program implementation in the Water Protection Division consistent with Regional Policy and procedures. This includes, but is not limited to, managing the Water Protection Division Information and records management activities; developing program specific file structure(s), operating policies, procedures, quality control standards, and centralized program record centers for maintaining active files that meet legal, regulatory, and operational requirements.

**Specifically:**

- Work within the Water Division programs as a liaison between the Regional Records Liaison Officer (RLO) and staff to provide records management training, guidance and support;
- Be active in records management issues and participate in records management training when resources are available;
- Ensure Division employees are made aware of their records management responsibilities and protecting records in accordance with federal and EPA requirements;
- Create, update, and maintain file plans in hardcopy and electronic format [including Enterprise Content Management System (ECMS)] specific to their program; ensure records are organized and can be found when needed;

- Review office records, disposition schedules at least annually, to ensure they are current and initiate changes when needed assist the RLO with disposition activities, including retirement of inactive records, transfer of permanent records to the National Archives, and destruction in accordance with approved records disposition schedules;
  - Create and update standard operating procedures for the Division in accordance with established EPA and program policies Obtain EPA Document and Records Management Certification, when it becomes available;
  - Provide guidance and support on the records management component of the vital records program and updating the vital records inventory for the office
2. Serves as Document Control Officer for Regional Information Sensitivity Database (RIS) and Confidential Business Information (CBI), including updating and maintenance of database information
  3. Notifies Water Division staff of Regional Records training
  4. Works directly with Branch Liaisons on regional records issues

### **Subtask 3.3 Deliverables**

<u>Description</u>	<u>Delivery Date</u>
2. Technical Report including results from subtasks performed	NLT 10 <sup>th</sup> of every month

### **SUBTASK 3.4 - MAINTAIN THE REGIONAL RECORD CENTER AND/OR FILE ROOMS**

The contractor shall manage and support the day-to-day operation of all Regional Records Storage Centers and the centralized File Rooms/Record Centers presently located in the OEA, Total Daily Maximum Loads (TMDL) and the Water Program Enforcement Branch (WPEB). Normal operation is Monday through Friday, 8 and half hours a day for the Regional Records Center, and 8 hours for the TMDL file room, except for the following: operational hours for the file room located in OEA and WPEB shall be Monday through Friday, 4 hours a day in each file room. Operating hours are subject to change for Regional Records Center and File Rooms, when circumstances require, if approved by the PO or APO. The contractor shall:

- A. Provide staffing support for the Records Centers from 7:30 a.m. to 5:00 p.m. Monday through Friday. The actual hours of operation for respective Records Centers and/or File Rooms will be designated by the PO or APO, but within the timeframe of the stated normal hours of operation.
- B. Monitor and ensure Record Center/File Room holdings and report any destruction, loss, excessive disorder, or removal of checked records to the PO or APO.
- C. Provide a monthly report for the abovementioned Record Center/File Rooms to include the number of files shifted and re-shelved in linear feet, patron requests received, number of document researches conducted number of file folders updated, replaced, and/or relabeled because of wear and tear, status of ongoing activities (including the number of outstanding activities), and future activities planned along with the timeframe for completion.
- D. TMDL File Room - Manage the Total Maximum Daily Loads (TMDLs) Section's administrative records, and provide support to the Pollution Control Implementation Branch (PCIB). This

includes sorting, scanning, and filing all documents associated with TMDLs; the contractor also provides minimal support to 303(d) Lists and Water Quality Standards, which relate to the TMDLs program.

- E. Serve as greeter during temporary absence of the Regional Librarian. (greeting library visitors, answering phones, taking messages, etc.).

#### **Subtask 3.4 Deliverables**

<u>Description</u>	<u>Delivery Date</u>
1. Technical Report including results from subtasks performed	NLT 10 <sup>th</sup> of every month

#### **SUBTASK 3.5 - TRAINING, CONFERENCES, AND PRESENTATIONS**

The contractor shall train EPA staff, contractors, grantees, federal and state employees, as directed, in Federal Records Management requirements. The contractor shall conduct training classes, and provide documentation of compliance with record standards as required by statutes, legislation, and regional requirements. The management of Agency records includes both hardcopy and electronic files. These training sessions may include, but are not limited to, the following topics: records management (i.e., file organization, file management, records clean-up, etc.), electronic records and document management; regional records management, records management specific to divisions or program offices, program file structures; orientation tours of record centers; reviews of new records management products; and records management coordination between regional program areas. The contractor shall attend EPA Records Management Training Conferences, other national records conferences, EPA and/or special records management seminars as determined by the PO. At the request of the PO or APO, the contractor shall make presentations on Region 4 activities, products, and procedures at conferences and seminars. The contractor shall prepare summaries of the conferences or seminars with recommendations about any new directions or guidance provided at the conference.

##### Requirements and performance standards

- A. The contractor shall conduct at least two (2) training per year on Records Management operations within the Region and make presentations describing records management operations in Region 4.
  - a. The contractor shall develop training material or presentations. The contractor shall provide the PO, within 5 business days in advance of the training, with an electronic copy of the training material or presentation outline and all handouts. The PO and/or APO will review and approve material before presentations.
  - b. Evaluation forms shall be given to training participants to gather information on ways to improve the training. The contractor shall provide a report of training to PO and/or APO.
  - c. The contractor shall provide adequate and appropriate documentation to verify training offered and received by EPA staff and contractors.
- B. The contractor shall make presentations at EPA conferences, seminars and training sessions, when requested by the PO via written technical direction.
- C. The contractor shall provide instruction for Region 4 program offices in records policies, directives, and guidance. The PO will review and approve the contractor's training plans for EPA staff and

class materials to ensure instructions are in accordance with records policy, directives, and guidance. The contractor shall complete the training plan(s) by the date agreed upon by the PO and contractor.

- D. The contractor shall demonstrate knowledge and skills to successfully perform training. Presentation and training materials shall be well organized and clearly presented with appropriate outlines and handouts. Handouts shall be developed with clarity and accuracy and contain no typographical errors. Training developed shall be clear, concise, relevant to the audience, and clearly related to the work conducted by the EPA staff. Training and presentations shall be made as determined by the PO and/or APO. Report of training activities submitted to PO and/or APO within thirty (30) days after completion of training. Performance will be determined by customer feedback, responses on training evaluation forms and review by the PO and/or APO.

#### **Subtask 3.5 Deliverables**

<u>Description</u>	<u>Delivery Date</u>
1. Technical Report including results from subtasks performed	NLT 10 <sup>th</sup> of every month

#### **SUBTASK 3.6 - ELECTRONIC DATABASE MANAGEMENT AND ELECTRONIC RECORD KEEPING SYSTEMS SUPPORT (RECORDS MANAGEMENT ONLY)**

##### **1. REGIONAL RECORDS CENTERS AND FILE ROOMS DATABASE MANAGEMENT AND ELECTRONIC RECORD KEEPING SYSTEM SUPPORT**

The contractor shall provide complete systems management and maintenance support of all regional records database systems and electronic record keeping systems (i.e. Enterprise Content Management System) used by the Region, including the offices/divisions outlined in Subtask 3.2. Tasks include, but are not limited to, data input, maintenance, and providing suggestions for enhancement for all regional records database and electronic record keeping systems. The contractor shall provide comprehensive data searches using criteria such as divisional, key word, Boolean logic, and/or other criteria needed to manage, locate and retrieve records. The contractor shall maintain the records database to reflect records inventories, records transfers, and records destruction by Division, Branch, Section, and EPA Records Retention Schedule number. The contractor shall maintain electronic record keeping systems to reflect changes to file plans, organizational structure, etc. and ensure that data is accurate and current.

#### Requirements and Performance Standards

- A. The contractor shall develop, document, and implement a procedural system for the day-to-day maintenance of database and electronic record keeping systems.
- a. The contractor shall prepare and update the Versatile User's Manual for EPA and Record Center/File Room staff.
- B. The contractor shall manage and maintain databases and electronic record keeping systems for data entry, search, retrieval, indexing, and reporting.
- a. The contractor shall maintain electronic listings of records inventories, records transfers, and records destruction.

- b. The contractor shall provide system-generated and *ad hoc* reports within timeframe specified by the PO or APO.
- C. The contractor shall provide specialized training on databases and electronic record keeping systems for all EPA personnel at the direction of the PO or APO.

## 2. INFORMATION AND RECORDS MANAGEMENT DATABASES AND PROTOCOLS

The contractor shall create, develop and maintain informational and records management databases and protocols that are directed by the PO or APO. These databases and protocols will focus on records and information found within Region 4 that are not currently a part of any other Region 4 information system. The contractor shall develop the databases and protocols. The contractor shall provide comprehensive data searches using criteria such as divisional, key word, Boolean logic, and/or other criteria needed to locate and manage records and/or other information. The contractor shall maintain the databases and protocols.

### Requirements and Performance Standards

- A. The contractor shall create, develop and maintain information and records management databases and protocols for PO or APO approval.
- B. The contractor shall conduct searches (including keyword search done on specific word, program office, businesses, etc.) on databases created by the contractor.

The contractor shall provide system generated and *ad hoc* reports via email upon request and as specified by the PO or APO.

### Subtask 3.6 Deliverables

<u>Description</u>	<u>Delivery Date</u>
1. Technical Report including results from subtasks performed	NLT 10 <sup>th</sup> of every month

### Subtask 3.7. VITAL RECORDS

The contractor shall provide complete Vital Records Program support including routine and systematic updates to Regional Vital Records plans and operations, and provide adequate documentation to certify compliance with written Vital Records cycling and updates as published by the Regional Vital Records program in accordance with Vital Records Procedures which are located at the following URL:  
[http://www.epa.gov/records/policy/vital\\_records\\_procedures\\_cio\\_2155\\_p\\_01\\_0.pdf](http://www.epa.gov/records/policy/vital_records_procedures_cio_2155_p_01_0.pdf)

### Requirements and performance Standards

- A. The contractor shall develop and implement procedures and systems by which the Region shall be able to certify compliance with EPA requirements to systematically, protect, update, and retrieve records and information deemed Vital to the Region and the agency. A vital records inventory report shall be submitted annually by September 30th. The contractor shall be evaluated according to industry standards, procedures and processes to image, index, search, retrieve, cycle updates, preserve, and protect Regional Vital Records systems, data, and information. Accuracy will be measured based upon the ability to effectively identify, image, index, update, monitor, preserve and protect Agency Vital Records. Procedures, processes, management policy, and certification process will be reviewed by EPA



staff for consistency with Agency and Regional protocols.

The contractor shall index and scan documents into the Regional Vital Records system and perform quality assurance/quality control checks as appropriate. Retire imaged paper documents to the Federal Records Center or a designated alternate location. Manage and maintain Vital Records Databases for research, updates, schedules retrieval, indexing and reporting. Annually, review and recommend revision to Records Management policies and procedures incorporating Vital Records updates and practices by no later than September 30th of each year. The contractor shall be evaluated according to indexing searches and retrievals and reporting from Vital Records Databases. Accuracy will be measured on the ability to effectively retrieve documents sought using indexed searches and reports.

### **Subtask 3.7 Deliverables**

<u>Description</u>	<u>Delivery Date</u>
1. Technical Report including results from subtasks performed	NLT 10 <sup>th</sup> of every month
2. Vital records Inventory Report	Annually, NLT 09/30 of each year

### **SUBTASK 3.8 - PROTECTION OF CONFIDENTIAL, SENSITIVE, AND OFF-SITE CONSEQUENCE ANALYSIS (OCA) INFORMATION**

The contractor shall operate the records centers in such a way as to prevent access to confidential, sensitive, and OCA information. Confidential data includes Confidential Business Information (CBI) and Privacy Act Information. CBI includes trade secrets, proprietary, commercial, financial, and other information that is afforded protection from disclosure under certain circumstances as described in the Trade Secrets Act, Federal Acquisition Regulation, and Office of Management and Budget Circular A-130. Privacy Act information applies to records about individuals. Sensitive data includes enforcement-sensitive information and EPA internal-sensitive information. Enforcement-sensitive information includes privileged information that, if disclosed, would result in disruption to the legal process, or would reveal enforcement techniques. EPA internal-sensitive information includes information used within the Agency that, if not afforded protection from disclosure, could result in unfair contracting practices, or may adversely affect Agency personnel or property. OCA information for which the Agency is accountable is defined by Chemical Safety Information, Site Security and Fuels Regulatory Relief Act (CSISSFRRRA). CSISSFRRRA is located at the following URL: <http://www.epa.gov/lawsregs/laws/csissfrra.html>

The contractor shall be trained by appropriate enforcement sources that are statute-specific for CBI materials. The contractor shall attend Privacy Act training, enforcement sensitive training, and EPA internal sensitive training as directed by the PO or APO via written technical direction. The contractor shall not be held responsible for adhering to the EPA guidance about confidential and sensitive information in the event of an EPA physical plant problem.

### **Subtask 3.8 Deliverables**

<u>Description</u>	<u>Delivery Date</u>
1. Technical Report including results from subtasks performed	NLT 10 <sup>th</sup> of every month

**Subtask 3.9 STANDARD OPERATING PROCEDURES MANUAL FOR REGIONAL RECORDS AND DIVISIONS (Operation Manuals)**

The contractor shall develop, maintain, and/or update Standard Operating Procedures Manuals (Operations Manuals) in the format of existing manuals:

- a. Regional Records Center (RRC) Operating Procedures Manual
  - b. Divisional Operating Procedures Manual (for each division, excluding SF and RCRA)
  - c. Water Management Division (Water Programs Enforcement Branch) File Room Operating Procedures Manual
  - d. OEA File Room Operating Procedures Manual
- B. Specific information to be included in the Operations Manual for Regional Records Center and File Rooms includes, but is not limited to:
- a. explanation of how each file category is to be set-up and any other pertinent information relating to the daily filing;
  - b. how in-filing is handled with each category;
  - c. proper location and instructions on labeling files;
  - d. all information necessary to properly prepare new files;
  - e. location of each file category of files in the Record Center;
  - f. instructions on entering information into the database;
  - g. how a coding sheet or metadata form (if used) is to be used and where information can be retrieved to prepare these sheets;
  - h. a "file plan" section in which each record category located in the corresponding Record Center has the disposition number identified along with the appropriate retention instructions;
  - i. currently established procedures and additional procedures developed through the course of the contract (including hours of operations); and
  - j. supply ordering guidance.
- C. The contractor shall develop, maintain, and/or update manuals four (4) months after contract award and submit for approval by the PO and/or APO. Subsequent reviews of the procedures manual shall be completed every six (6) months for additional modifications and updated accordingly, then submitted for approval by the PO and/or APO.

<u>Description</u>	<u>Delivery Date</u>
1. Technical Report including results from subtasks performed	NLT 10 <sup>th</sup> of every month

such as updates Standard Operating  
Procedures Manuals

### **SUBTASK 3.10 – USER’S GUIDE**

The contractor shall develop and maintain a User’s Guide for the Record Center, File Rooms Regional Library and Law Library. The User’s Guide explains to EPA staff how to use and access information. The User’s Guide shall be a one - two page hand-out. This guide must be kept current at all times and copies made available to users. The contractor shall develop any necessary materials (such as appropriate forms, filing forms, indexing forms, etc.) to go along with the User’s Guide and provide training on the proper use of the records center, and file rooms when needed or requested by PO and/or APO (i.e., new employees using the library or file room). The PO and/or APO will approve all materials before distribution.

#### **Requirements and Performance Standards**

- C. The contractor shall develop, maintain, and update User’s Guides, the Regional Records Center and File Rooms.
  - a. Regional Records Center (RRC) User’s Guide
  - b. Divisional User’s Guide (for each division, excluding SF and RCRA)
  - c. Water Management Division (Water Programs Enforcement Branch) User’s Guide
  - d. OEA File Room User’s Guide
- D. Information that shall be contained in the Regional Records Center and File Rooms User’s Guide shall include, but is not limited to:
  - a. how records should be correctly sent to the Records Center
  - b. how records should be requested from the Record Center
  - c. policies supplied by the PO and/or APO
  - d. a list of all the types of files in the file room
- E. The contractor shall develop, maintain, and/or update the User’s Guides 4 months after contract award and submit for approval by the PO and/or APO. Subsequent reviews of the User’s Guides shall be completed every six (6) months for additional modifications and updated accordingly, then submitted for approval by the PO and/or APO.

#### **Subtask 3.10 Deliverables**

<b><u>Description</u></b>	<b><u>Delivery Date</u></b>
1. Technical Report including results from subtasks performed such as updates User’s Guide	NLT 10 <sup>th</sup> of every month

### **PART III— REPORTING REQUIREMENTS AND COMMUNICATIONS**

As identified previously under each subtask, the contractor shall prepare a cohesive technical report and submit electronically to the PO and/or APO no later than the tenth (10th) day of the month. The technical report shall include all task specific report of activities in a organized and consistent manner. Monthly reports shall be factually correct and written in a clear and concise manner without typographical errors.

Deliverables

- A. The contractor shall maintain weekly record of significant accomplishments or activities, significant problems encountered, and suggested solutions.
- B. The monthly technical reports are due by the 10<sup>th</sup> day of each month delineating the tasks performed, volumes processed, any new requirements, funding levels, or other necessary information.
  - a. The monthly report shall address all deliverable items identified in the Performance Work Statement and separated by Library and Record tasks or activities including all file rooms and library operations, electronically to PO. Recommended format and content shall be approved by the PO.
  - b. The library reporting shall include a separate comprehensive record of services requested and processed for Divisions and the public (all non-EPA). Information should include: 1) by what means request was received (i.e., telephone, internet, walk-in, Library Staff direct email, facsimile, etc.), 2) who inquiries were received from, 3) type of service requested, 4) time spent to complete request, 5) how requests were completed (i.e., research conducted by Library staff, transferred to specific divisions/program offices, and 6) names of Library staff who processed requests. The report shall be categorized and grouped as appropriately.
    - i. The contractor shall provide comprehensive statistical (i.e., use of tables) and narrative reporting as specified in each task. Reporting shall highlight activities that demonstrate the use of the library collection & services and records management (including report of data separately for centralized Records Centers/File Rooms).
    - ii. The contractor shall submit a monthly report, including all file rooms and library operations, electronically to the PO and/or a PO. Recommended format and content should be approved by the PO and/or APO.
- C. Periodically, the contractor shall provide *ad hoc* reports on specific problems, issues, and services.
  - a. Copies shall to be distributed as specified in the tasking document.
- D. The contractor shall meet with the PO and/or APO, at an agreed upon time, to discuss the status of tasks, clarify the processes and procedures, and/or receive or exchange other information deemed appropriate to assist contractor in carrying out tasks outlined in the contract.

## **Other Administrative Requirements**

**SECURITY AND IDENTIFICATION REQUIREMENTS:** Contractors shall wear EPA issued contractor identification (ID) badges. The Contractor shall comply with the security requirements set forth in FAR 52.204-9, as implemented by EPA.

Contractors shall complete and maintain required EPA network training (i.e., Information Security Awareness, etc.). Contractors shall be responsible for managing the retrieval and storage of EPA records and shall complete and maintain clearance as "authorized representatives of the United States" to handle Confidential Business Information (CBI). The contractor shall complete required training within EPA established deadlines, unless notified otherwise by the PO and/or APO.

The contractor shall follow Regional policies which may apply to contracting employees as set forth in the Regional Directives available to all on-site employees of the EPA or contract companies (i.e., no smoking policy, electric appliances in work space, unauthorized use of government equipment, proper voice mail greeting requirements, etc.) Policies and Directives are available electronically on the Intranet to all on-site personnel.

## **Appendix A: Legal Authority and Relevant Background Documents**

### **Legal Authority:**

- 44 U.S.C. Chapter 31 - Records Management by Federal Agencies  
(Federal Records Act) [<http://www.archives.gov/about/laws/fed-agencies.html>]
- 44 U.S.C. Chapter 33 - Disposal of Records  
(Federal Records Disposal Act) [<http://www.archives.gov/about/laws/disposal-of-records.html>]
- 18 U.S.C. Chapter 101 Records and Reports Paperwork Reduction Act of 1995
- Government Paperwork Reduction Act of 1995
- Government Paperwork Elimination Act

### **Regulatory Authority:**

- OMB Circular A-130, Management of Federal Information Resources
- 36 C.F.R. Chapter XII, Subchapter B

### **Background Documents:**

- US EPA Documents:
  - B. EPA Directive 2100, Information Resources Management Manual: Chapter 10, Records Management
  - C. EPA Directive 2160, Records Management Manual
  - D. EPA Directive 2130; Library Systems Manual
  - E. Agency Policy EPA Classification No. 2161, CIO Transmittal No. 06-006
  - F. Agency Records Disposition Schedules
  - G. Agency File Plan
  - H. Records Management Policy
  - I. EPA Region 4 Regional Orders
  - J. EPA Orders [<http://intranet.epa.gov/rmpolicy/ads/transorders.htm>]
  - K. A Guide to Conducting a Records Management Baseline Assessment
  - L. Electronic Systems Documentation and Manual (software, imaging, records databases, etc.)
  - M. Region 4 Library Standard Operating Procedures
  - N. Region 4 Regional Records Management Program Operating Procedures Manual
  - O. Region 4 Guidance Document on Handling Confidential Business Information (CBI)
- National Archives and Records Administration Documents:
  - 1) Checklist for Evaluating Record Keeping Practices in Your Office
  - 2) Disposition of Federal Records
  - 3) Managing Audiovisual Records
  - 4) Managing Cartographic and Architectural Records
  - 5) Managing Electronic Records
  - 6) Records Management in the EPA
  - 7) 1992 NARA Bulletins
  - 8) Regional FRC Archiving Guidance
- US Government-wide Documents, Guidelines, Standards:
  - 1) Online Computer Library Center Manual
  - 2) Ohio College Library Center (OCLC)
  - 3) EPA Online Library System (OLS) database and LAN Catalog
  - 4) CD-ROM Services

- 5) Core List for an Environmental Collection, EPA-260-R-02-001
  - 6) Library of Congress Subject Headings
  - 7) American Library Directory
  - 8) 5 U.S.C. 552a, Privacy Act of 1974 (Federal Agency must apply requirements of the Act to contractors handling privacy information)
  - 9) 48 CFR 24.103 (procedures to be used when contractors maintain privacy records)
  - 10) FAR 52.224-1 (Privacy Act Notification)
  - 11) FAR 52.224-2 (Privacy Act)
- Electronic Records and Document Management System (OIC/OTOP Memo), August 2003
  - E-Mail Legal Requirements (General Counsel Memo), November 1995
  - OMB Circular No. A-123 - Management's Responsibility for Internal Control  
[[http://www.whitehouse.gov/omb/circulars/a123/a123\\_rev.html](http://www.whitehouse.gov/omb/circulars/a123/a123_rev.html)]
  - OMB Circular No. A-130 - Management of Federal Information Resources  
[<http://www.whitehouse.gov/omb/circulars/a130/a130trans4.html>]
  - 36 CFR Chapter XII, Subchapter B - Records Management  
[<http://www.archives.gov/about/regulations/subchapter/b.html>]
  - 44 U.S.C. Chapter 35 - Coordination of Federal Information Policy  
(Paperwork Reduction Act of 1980, as amended; Paperwork Reduction Reauthorization Act of 1995; and Government Paperwork Elimination Act) [<http://www.archives.gov/about/laws/fed-information-policy.html>]
  - 44 U.S.C. Chapter 21 - National Archives and Records Administration  
[<http://www.archives.gov/about/laws/nara.html>]





Performance Requirement Matrix – Regional Library Operations and Management					
Task No.	Task	Performance Standard	Acceptable Level of Performance	Surveillance Method	Incentive/Disincentive
N/A	Overall Contract Management	Contractor maintains high level of quality assurance, responsiveness to CO/CS/PO; contractor contacts CO/CS/PO immediately with problems, as appropriate; contractor remains within or below cost estimates; notify CO/CS/PO/APO immediately of any budget issue.	No more than 3 valid complaints in a 6 month period; minimal CO/CS intervention required; no more than 1 invoice per 6 month period requiring suspension or disallowance due to mistakes, incompleteness or other; no cost overruns.	Monitoring by the CO/CS/PO/APO – including monthly financial reports, invoices, and direct communication	Performance rating of 3 for acceptable  Performance rating less than 3 for unacceptable level
1.1	Regional Library Staffing	Contractor manages the day-to-day operation of the Regional Library, Monday thru Friday, 8 hours and half per day.	Regional Library staffed during the hours of 8:00 a.m. to 4:30 p.m., Monday - Friday.	Monitoring by the PO/APO; customer feedback	Performance rating of 3 for acceptable  Performance rating less than 3 for unacceptable level

1.3	Collection Management and Cataloging	Contractor develops, maintains inventory, tracks, and provide access to the library collection of books via the EPA Online Library System (OLS); also tracks reports, technical documents, serials, newsletters, conference proceedings, maps, charts, microfiche, electronic information services, special collections, CD-ROMS and other documents and reference materials.	OLS database must be correct 98% of the time.  Items requiring cataloging must be processed first-in, first-out with an average processing time of three weeks.	Report deliverables and onsite review by the PO/APO	Performance rating of 3 for acceptable  Performance rating less than 3 for unacceptable level
1.4	Information Requests	Contractor shall respond to quick ready reference inquiries from EPA staff and the public within 15 minutes of receipt	95% of all responses to quick ready reference are made with 15 minutes of receipt	Review by customer feedback	Performance rating of 3 for acceptable  Performance rating less than 3 for unacceptable level
1.6	EPA National Library Network Participation/Coordination	Contractor shall improve patron awareness of library holdings and services. Contractor shall prepare and present trainings/briefings on library products, services or activities	95% of all training material and presentations are clear, understandable and error free. Training activity reports will be submitted to the PO within 5 days of the training event	Review by the PO/APO and responses on training evaluation forms	Performance rating of 3 for acceptable  Performance rating less than 3 for unacceptable level

EP-R4-12-01  
Attachment No. 3

2.1	Law Library Staffing	<p>Contractor updates Law Library Procedures Manual outlining day-to-day processes</p> <p>Contractor provides PO monthly and ad hoc reports</p>	<p>Law Library staffed during core hours Monday – Friday, hours of operation to be determined; Procedures Manual reviewed with the PO within 5 business days of the beginning of the performance period; Procedures Manual is complete and 100% accurate; changes are updated as they occur and approved by the PO.</p> <p>95% of all reports are without typographical errors, clear, concise and factually and submitted as requested by PO within agreed upon time</p>	<p>Monitoring by the PO/APO; customer feedback</p>	<p>Performance rating of 3 for acceptable</p> <p>Performance rating less than 3 for unacceptable level</p>
-----	----------------------	---	---	--	--

2.2	Law Library Collection Management and Cataloging	<p>Contractor manages the collection, compendium, interlibrary loans, and electronic databases; and notifies PO upon receipt of purchased items</p> <p>Contractor evaluates new print and electronic resource requests to assist PO in making informed purchasing decisions</p> <p>Contractor coordinates distribution of Code of Federal Regulations (CFRs)</p> <p>Contractor provides electronic reporting of collection usage</p> <p>Contractor classifies legal holdings according to the Library of Congress Classification System and enters data in the Agency database.</p>	<p>PO/APO notified of receipt of purchased items within 2 days</p> <p>Materials shelved/updated, including databases within 5 business days of receipt; Shelf list and electronic inventory of holdings, including lost items, are 98% accurate and readily available.</p> <p>100% of new print and electronic requests are evaluated to provide cost, available formats and sources within 5 days of request.</p> <p>95% of monthly and ad hoc reports are without errors, clear, concise and factually and submitted as requested by PO within agreed upon time</p> <p>Rush items cataloged within 1 day of receipt, routine items cataloged within 5 business days. Items requiring original cataloging processed within 3 weeks.</p> <p>Holdings properly labeled with call numbers/shelf location according to the Library of Congress scheme and Agency procedures</p>	<p>Report deliverables; onsite and monitoring by the PO/APO; customer feedback</p>	<p>Performance rating of 3 for acceptable</p> <p>Performance rating less than 3 for unacceptable level</p>
-----	--	---	--	--	--

2.3	Law Library Research Request	<p>Contractor provides accurate, timely, relevant, and reliable legal research, corporate and legislative histories, business and individual background searches, ready reference, quick and in-depth research</p> <p>Contractor is highly knowledgeable of performing complex legal research, methodologies for identification, and use of sources using electronic and print formats</p> <p>Contractor maintains electronic log of research requests</p>	<p>100% of all sources of information evaluated for quality and authenticity; deliverables are accurate, without errors, timely, and relevant</p> <p>Requester notified of estimated time for completion of in-depth research within 1 day of receipt of request and provide progress reports as agreed</p> <p>95% of all ready reference/quick requests responded to within 1 business day; rush requests responded to within agreed upon time.</p> <p>95% of monthly and ad hoc reports are without errors, clear, concise and factually and submitted as requested by PO within agreed upon time</p> <p>Customer complaints are fewer than 5% of the total customers serviced in a 3-month period of time.</p>	<p>Monitoring by the PO/APO; customer feedback</p>	<p>Performance rating of 3 for acceptable</p> <p>Performance rating less than 3 for unacceptable level</p>
2.4	Law Library Training/Educational Materials	<p>Contractor evaluates training needs of law library clients; provides orientation and training to new employees including acquiring passwords for EPA funded databases; and coordinates training on online database resources by outside vendors</p> <p>Contractor markets library services and resources</p>	<p>Customer surveys conducted annually to assess training needs</p> <p>New employee orientation scheduled within 1 week of entry on duty</p> <p>Proposed training curriculum submitted to PO for approval within 2 weeks prior to scheduling</p>	<p>Monitoring by the PO/APO; customer feedback</p> <p>Training evaluation forms</p>	<p>Performance rating of 3 for acceptable</p> <p>Performance rating less than 3 for unacceptable level</p>

2.5	Law Library Electronic Services	<p>Contractor performs complex legal research using varied formats including online full-text electronic databases and OEA law library databases, and train others</p> <p>Contractor uses electronic software to track usage of library services, collection holdings, and reporting</p>	<p>100% of all sources of information evaluated for quality and authenticity; deliverables are accurate, without errors, timely, and relevant</p> <p>95% of monthly and ad hoc reports are accurate, without errors, clear, concise, and submitted within agreed upon time</p> <p>Customer complaints are fewer than 5% of the total customers serviced in a 3-month period of time.</p>	Monitoring by the PO/APO; customer feedback	<p>Performance rating of 3 for acceptable</p> <p>Performance rating less than 3 for unacceptable level</p>
3.1	Establishment of Federal and Agency Requirements	Contractor provides adequate and proper documentation to establish and meet legislative, federal and agency requirements	<p>100% of all documents provided meet legislative, federal and agency requirements</p>	Monitoring by the PO; customer feedback	<p>Performance rating of 3 for acceptable</p> <p>Performance rating less than 3 for unacceptable level</p>
3.2	Records Management Products and Services	Contractor delivers and retrieves records and provides support/assistance to EPA staff regarding all areas of records management.	95% all records are delivered and retrieved on time; information provided to staff is accurate.	Monitoring by the PO/APO; customer feedback	<p>Performance rating of 3 for acceptable</p> <p>Performance rating less than 3 for unacceptable level</p>

3.3	File Organization, Storage, Retrieval and Destruction	Contractor conducts an inventory of program records, identify records by type, function and program; develop file structures. As needed, will select and determine the EPA Records Retention Schedule number, if one exists.	Customer complaints are fewer than 5% of the total customers serviced in a 3-month period of time.	Monitoring by the PO, customer feedback	Performance rating of 3 for acceptable. Performance rating less than 3 for unacceptable level.
3.4	Maintain Regional Record Center and File	Contractor performs day-to-day operations of Regional Records Storage Centers and Records Centers/File Rooms (OEA, SESD, WPEB, and others).	Record centers staffed during core hours	Monitoring by the PO/APO; customer feedback	Performance rating of 3 for acceptable. Performance rating less than 3 for unacceptable level.
3.5	Records Management Training	Contractor trains EPA staff, contractors, grantees, federal and state employees as directed by Federal Records Management	95% of all training material and presentations are clear, understandable and error free. Training activity reports will be submitted to the PO within 5 days of the training event	Training materials reviewed by the PO/APO; training evaluation forms completed by students	Performance rating of 3 for acceptable. Performance rating less than 3 for unacceptable level.

3.6	Electronic Database Management & Electronic Record Keeping System Support	Contractor provides complete systems management and maintenance support of all regional records database systems and electronic record keeping systems.	98% of all data contained in the records database and electronic record keeping systems are accurate and error free.	Monitoring by the PO/APO; customer feedback	Performance rating of 3 for acceptable. Performance rating less than 3 for unacceptable level.
3.8	Protection of Confidential, Sensitive and Off-site Consequence Analysis (OCA) Information	Contractor prevents access to confidential, sensitive, and OCA information. Contractor will be trained on the protection of confidential, sensitive and off-site consequence analysis information.	Maintain operational security of confidential and/or sensitive information	Monitoring by the PO/APO; customer feedback	Performance rating of 3 for acceptable. Performance rating less than 3 for unacceptable level.
1.9, 1.10, 2.7, 3.9 and 3.10	Standard Operating Procedures Manuals & User Guides	Contractor develops, maintains, and updates all library and records manuals and users guides.	100 % of all manuals and users guides are accurate and error free.	Monitoring by the PO/APO; customer feedback	Performance rating of 3 for acceptable. Performance rating less than 3 for unacceptable level.



EP-R4-12-01  
Attachment No. 3

4.0	Reporting Requirements	Contractor submits reports on time and error free.	95% of all reports submitted are accurate and submitted on time.	Monitoring by the PO/APO	Performance rating of 3 for acceptable.  Performance rating less than 3 for unacceptable level.
-----	------------------------	--	--	--------------------------	---

\_\_\_\_\_

●

●

**Attachment #4**

**SERVICE CONTRACT ACT WAGE DETERMINATION**

WD 05-2133 (Rev.-10) was first posted on www.wdol.gov on 06/17/2011

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF  
LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS  
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Wage Determination No.: 2005-2133  
Diane C. Koplewski Division of | Revision No.: 10  
Director Wage Determinations | Date Of Revision: 06/13/2011

State: Georgia

Area: Georgia Counties of Banks, Barrow, Bartow, Butts, Carroll, Chattooga, Cherokee, Clarke, Clayton, Cobb, Coweta, Dawson, De Kalb, Douglas, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Gordon, Greene, Gwinnett, Habersham, Hall, Haralson, Henry, Jackson, Lumpkin, Madison, Morgan, Murray, Newton, Oconee, Oglethorpe, Paulding, Pickens, Polk, Rabun, Rockdale, Spalding, Stephens, Towns, Union, Walton, White, Whitfield

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.40
01012 - Accounting Clerk II		15.04
01013 - Accounting Clerk III		17.24
01020 - Administrative Assistant		26.66
01040 - Court Reporter		20.93
01051 - Data Entry Operator I		13.84
01052 - Data Entry Operator II		15.70
01060 - Dispatcher, Motor Vehicle		19.15
01070 - Document Preparation Clerk		13.16
01090 - Duplicating Machine Operator		13.16
01111 - General Clerk I		13.43
01112 - General Clerk II		14.84
01113 - General Clerk III		16.45
01120 - Housing Referral Assistant		21.85
01141 - Messenger Courier		12.60
01191 - Order Clerk I		13.01
01192 - Order Clerk II		14.80
01261 - Personnel Assistant (Employment) I		15.22

01262 - Personnel Assistant (Employment) II	18.55
01263 - Personnel Assistant (Employment) III	20.90
01270 - Production Control Clerk	21.32
01280 - Receptionist	13.41
01290 - Rental Clerk	15.21
01300 - Scheduler, Maintenance	16.13
01311 - Secretary I	16.13
01312 - Secretary II	18.05
01313 - Secretary III	20.13
01320 - Service Order Dispatcher	15.87
01410 - Supply Technician	26.66
01420 - Survey Worker	18.40
01531 - Travel Clerk I	14.22
01532 - Travel Clerk II	15.53
01533 - Travel Clerk III	16.73
01611 - Word Processor I	13.25
01612 - Word Processor II	15.21
01613 - Word Processor III	18.30
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.36
05010 - Automotive Electrician	21.55
05040 - Automotive Glass Installer	20.18
05070 - Automotive Worker	20.18
05110 - Mobile Equipment Servicer	17.47
05130 - Motor Equipment Metal Mechanic	23.36
05160 - Motor Equipment Metal Worker	20.18
05190 - Motor Vehicle Mechanic	23.36
05220 - Motor Vehicle Mechanic Helper	17.56
05250 - Motor Vehicle Upholstery Worker	19.05
05280 - Motor Vehicle Wrecker	20.18
05310 - Painter, Automotive	21.55
05340 - Radiator Repair Specialist	20.18
05370 - Tire Repairer	13.80
05400 - Transmission Repair Specialist	23.36
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.20
07041 - Cook I	11.95
07042 - Cook II	13.58
07070 - Dishwasher	10.24
07130 - Food Service Worker	10.01
07210 - Meat Cutter	13.04
07260 - Waiter/Waitress	8.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.47
09040 - Furniture Handler	12.05
09080 - Furniture Refinisher	16.23

09090 - Furniture Refinisher Helper	12.55
09110 - Furniture Repairer, Minor	14.76
09130 - Upholsterer	16.23
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.14
11060 - Elevator Operator	10.14
11090 - Gardener	15.57
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	11.22
11240 - Maid or Houseman	9.54
11260 - Pruner	13.31
11270 - Tractor Operator	14.11
11330 - Trail Maintenance Worker	11.22
11360 - Window Cleaner	13.54
12000 - Health Occupations	
12010 - Ambulance Driver	16.75
12011 - Breath Alcohol Technician	19.89
12012 - Certified Occupational Therapist Assistant	25.49
12015 - Certified Physical Therapist Assistant	23.23
12020 - Dental Assistant	17.07
12025 - Dental Hygienist	33.43
12030 - EKG Technician	22.52
12035 - Electroneurodiagnostic Technologist	22.52
12040 - Emergency Medical Technician	16.75
12071 - Licensed Practical Nurse I	17.72
12072 - Licensed Practical Nurse II	19.89
12073 - Licensed Practical Nurse III	21.97
12100 - Medical Assistant	14.71
12130 - Medical Laboratory Technician	16.93
12160 - Medical Record Clerk	15.08
12190 - Medical Record Technician	16.53
12195 - Medical Transcriptionist	16.01
12210 - Nuclear Medicine Technologist	32.29
12221 - Nursing Assistant	10.13
12222 - Nursing Assistant II	11.38
12223 - Nursing Assistant III	12.42
12224 - Nursing Assistant IV	13.47
12235 - Optical Dispenser	17.05
12236 - Optical Technician	15.13
12250 - Pharmacy Technician	14.87
12280 - Phlebotomist	13.47
12305 - Radiologic Technologist	25.09
12311 - Registered Nurse I	24.94
12312 - Registered Nurse	29.25
12313 - Registered Nurse II, Specialist	29.25

12314 - Registered Nurse III	35.38
12315 - Registered Nurse III, Anesthetist	35.38
12316 - Registered Nurse IV	42.41
12317 - Scheduler (Drug and Alcohol Testing)	20.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.57
13012 - Exhibits Specialist II	23.52
13013 - Exhibits Specialist III	28.34
13041 - Illustrator I	20.89
13042 - Illustrator II	23.52
13043 - Illustrator III	28.34
13047 - Librarian	28.28
13050 - Library Aide/Clerk	13.39
13054 - Library Information Technology Systems Administrator	25.27
13058 - Library Technician	15.42
13061 - Media Specialist I	18.42
13062 - Media Specialist II	20.62
13063 - Media Specialist III	22.98
13071 - Photographer I	14.44
13072 - Photographer II	15.01
13073 - Photographer III	18.59
13074 - Photographer IV	22.40
13075 - Photographer V	24.90
13110 - Video Teleconference Technician	17.50
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.20
14042 - Computer Operator II	19.24
14043 - Computer Operator III	21.45
14044 - Computer Operator IV	23.84
14045 - Computer Operator V	26.40
14071 - Computer Programmer I (see 1)	25.09
14072 - Computer Programmer II (see 1)	25.31
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator (see 1)	17.20
14160 - Personal Computer Support Technician (see 1)	23.84
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.93
15020 - Aircrew Training Devices Instructor (Rated)	35.00
15030 - Air Crew Training Devices Instructor (Pilot)	41.95
15050 - Computer Based Training Specialist / Instructor	28.93
15060 - Educational Technologist	33.91

15070 - Flight Instructor (Pilot)	39.94
15080 - Graphic Artist	24.69
15090 - Technical Instructor	23.83
15095 - Technical Instructor/Course Developer	29.15
15110 - Test Proctor	19.24
15120 - Tutor	19.24
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.81
16030 - Counter Attendant	9.81
16040 - Dry Cleaner	12.93
16070 - Finisher, Flatwork, Machine	9.81
16090 - Presser, Hand	9.81
16110 - Presser, Machine, Drycleaning	9.81
16130 - Presser, Machine, Shirts	9.81
16160 - Presser, Machine, Wearing Apparel, Laundry	9.81
16190 - Sewing Machine Operator	14.02
16220 - Tailor	15.09
16250 - Washer, Machine	10.97
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.46
19040 - Tool And Die Maker	22.45
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.74
21030 - Material Coordinator	19.67
21040 - Material Expediter	19.67
21050 - Material Handling Laborer	13.01
21071 - Order Filler	13.62
21080 - Production Line Worker (Food Processing)	14.74
21110 - Shipping Packer	13.86
21130 - Shipping/Receiving Clerk	14.47
21140 - Store Worker I	11.48
21150 - Stock Clerk	16.46
21210 - Tools And Parts Attendant	14.74
21410 - Warehouse Specialist	14.74
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.76
23021 - Aircraft Mechanic I	25.12
23022 - Aircraft Mechanic II	26.76
23023 - Aircraft Mechanic III	28.32
23040 - Aircraft Mechanic Helper	17.97
23050 - Aircraft, Painter	22.08
23060 - Aircraft Servicer	20.63
23080 - Aircraft Worker	21.95
23110 - Appliance Mechanic	18.74
23120 - Bicycle Repairer	12.83
23125 - Cable Splicer	21.54



23130 - Carpenter, Maintenance	20.20
23140 - Carpet Layer	17.91
23160 - Electrician, Maintenance	22.60
23181 - Electronics Technician Maintenance I	21.00
23182 - Electronics Technician Maintenance II	24.64
23183 - Electronics Technician Maintenance III	26.34
23260 - Fabric Worker	15.61
23290 - Fire Alarm System Mechanic	17.94
23310 - Fire Extinguisher Repairer	14.43
23311 - Fuel Distribution System Mechanic	22.06
23312 - Fuel Distribution System Operator	16.26
23370 - General Maintenance Worker	17.92
23380 - Ground Support Equipment Mechanic	25.12
23381 - Ground Support Equipment Servicer	20.63
23382 - Ground Support Equipment Worker	21.95
23391 - Gunsmith I	18.65
23392 - Gunsmith II	20.94
23393 - Gunsmith III	21.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.81
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	21.85
23430 - Heavy Equipment Mechanic	21.25
23440 - Heavy Equipment Operator	18.92
23460 - Instrument Mechanic	23.76
23465 - Laboratory/Shelter Mechanic	18.31
23470 - Laborer	11.70
23510 - Locksmith	15.46
23530 - Machinery Maintenance Mechanic	20.58
23550 - Machinist, Maintenance	18.32
23580 - Maintenance Trades Helper	13.78
23591 - Metrology Technician I	22.45
23592 - Metrology Technician II	23.91
23593 - Metrology Technician III	25.31
23640 - Millwright	22.37
23710 - Office Appliance Repairer	20.06
23760 - Painter, Maintenance	17.36
23790 - Pipefitter, Maintenance	21.57
23810 - Plumber, Maintenance	20.54
23820 - Pneudraulic Systems Mechanic	19.57
23850 - Rigger	21.30
23870 - Scale Mechanic	17.11
23890 - Sheet-Metal Worker, Maintenance	19.19
23910 - Small Engine Mechanic	16.93
23931 - Telecommunications Mechanic I	26.53
23932 - Telecommunications Mechanic II	29.28

23950 - Telephone Lineman	20.47
23960 - Welder, Combination, Maintenance	16.33
23965 - Well Driller	17.53
23970 - Woodcraft Worker	19.57
23980 - Woodworker	13.76
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.36
24580 - Child Care Center Clerk	12.63
24610 - Chore Aide	10.93
24620 - Family Readiness And Support Services Coordinator	14.03
24630 - Homemaker	16.76
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.71
25040 - Sewage Plant Operator	17.93
25070 - Stationary Engineer	21.71
25190 - Ventilation Equipment Tender	13.51
25210 - Water Treatment Plant Operator	17.93
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.85
27007 - Baggage Inspector	12.47
27008 - Corrections Officer	14.99
27010 - Court Security Officer	17.55
27030 - Detection Dog Handler	16.44
27040 - Detention Officer	15.32
27070 - Firefighter	17.97
27101 - Guard I	12.47
27102 - Guard II	16.44
27131 - Police Officer I	19.70
27132 - Police Officer II	21.89
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.92
28042 - Carnival Equipment Repairer	12.69
28043 - Carnival Equipment Worker	8.19
28210 - Gate Attendant/Gate Tender	15.26
28310 - Lifeguard	11.33
28350 - Park Attendant (Aide)	17.08
28510 - Recreation Aide/Health Facility Attendant	10.14
28515 - Recreation Specialist	13.65
28630 - Sports Official	12.93
28690 - Swimming Pool Operator	18.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.62
29020 - Hatch Tender	19.62
29030 - Line Handler	19.62
29041 - Stevedore I	18.07

29042 - Stevedore II	20.99
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.30
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.78
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.38
30021 - Archeological Technician I	19.76
30022 - Archeological Technician II	21.45
30023 - Archeological Technician III	27.39
30030 - Cartographic Technician	26.56
30040 - Civil Engineering Technician	19.26
30061 - Drafter/CAD Operator I	19.76
30062 - Drafter/CAD Operator II	21.45
30063 - Drafter/CAD Operator III	23.91
30064 - Drafter/CAD Operator IV	29.42
30081 - Engineering Technician I	16.64
30082 - Engineering Technician II	20.00
30083 - Engineering Technician III	20.90
30084 - Engineering Technician IV	26.47
30085 - Engineering Technician V	31.68
30086 - Engineering Technician VI	37.02
30090 - Environmental Technician	22.75
30210 - Laboratory Technician	17.80
30240 - Mathematical Technician	25.03
30361 - Paralegal/Legal Assistant I	19.41
30362 - Paralegal/Legal Assistant II	24.05
30363 - Paralegal/Legal Assistant III	29.41
30364 - Paralegal/Legal Assistant IV	35.56
30390 - Photo-Optics Technician	26.56
30461 - Technical Writer I	26.07
30462 - Technical Writer II	30.07
30463 - Technical Writer III	36.37
30491 - Unexploded Ordnance (UXO) Technician I	23.76
30492 - Unexploded Ordnance (UXO) Technician II	28.74
30493 - Unexploded Ordnance (UXO) Technician	34.45
30494 - Unexploded (UXO) Safety Escort	23.76
30495 - Unexploded (UXO) Sweep Personnel	23.76
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.91
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.39
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.49
31030 - Bus Driver	17.43
31043 - Driver Courier	13.94
31260 - Parking and Lot Attendant	9.40
31290 - Shuttle Bus Driver	15.38
31310 - Taxi Driver	10.70

31361 - Truckdriver, Light	15.38
31362 - Truckdriver, Medium	16.81
31363 - Truckdriver, Heavy	20.87
31364 - Truckdriver, Tractor-Trailer	20.87
99000 - Miscellaneous Occupations	
99030 - Cashie	9.25
99050 - Desk Clerk	10.05
99095 - Embalmer	26.90
99251 - Laboratory Animal Caretaker I	10.03
99252 - Laboratory Animal Caretaker II	11.03
99310 - Mortician	29.59
99410 - Pest Controller	14.59
99510 - Photofinishing Worker	16.45
99710 - Recycling Laborer	15.00
99711 - Recycling Specialist	18.87
99730 - Refuse Collector	13.06
99810 - Sales Clerk	13.50
99820 - School Crossing Guard	13.53
99830 - Survey Party Chief	20.64
99831 - Surveying Aide	12.11
99832 - Surveying Technician	17.05
99840 - Vending Machine Attendant	11.69
99841 - Vending Machine Repairer	14.27
99842 - Vending Machine Repairer Helper	11.69

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 8 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN  
PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of: (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications; (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise

indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

#### REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

##### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



Attachment #5

**AGENCY PERSONAL IDENTIFY VERIFICATION PROCEDURES  
FOR  
CONTRACTOR PERSONNEL**

**Attachment to Performance Work Statement  
Agency Security Requirements for Contractor Personnel  
(Effective December 1, 2011)**

To safeguard the EPA workforce and comply with Homeland Security Presidential Directive 12 (HSPD-12), Executive Order (E.O.) 13467, E.O. 13488 and Office of Personnel Management (OPM) regulations, the EPA requires the following:

- **For Unescorted Access for 6 Months or Less**  
Contractor employees needing unescorted physical access to a controlled EPA facility<sup>1</sup> for 6 months or less must be determined by the EPA to be fit before being issued a physical access badge (picture ID). A fitness determination is, per E.O. 13488, a decision by an agency that an individual has or does not have the required level of character and conduct necessary to perform work for or on behalf of a federal agency as a contractor employee. A favorable fitness determination is not a decision to contract with an individual. Contractor employees must undergo, at a minimum, an FBI fingerprint check of law enforcement and investigative indices (see Section 2).
- **For Unescorted Access for More than 6 Months**  
Contractor employees needing unescorted access to a controlled EPA facility for more than 6 months are required to have an HSPD-12 smart card, called an EPASS badge. Eligible contractor employees must have a completed or initiated background investigation at the National Agency Check and Inquiries (NACI) level or above, comply with all other investigative and HSPD-12-related requirements, and be determined by the EPA Personnel Security Branch (PSB) to be fit (see Section 3). "Initiated" means that all initial security requirements have been met (paperwork is completed, submitted, and PSB-approved; favorable fingerprint results have been received; funding has been provided to cover the cost of the investigation; and PSB has sent notification that the individual may begin work).

To ensure timely contract performance, the contractor must be prepared to immediately submit upon contract award the contractor employee information detailed in Section 1.c. This applies also to incumbent contractors' employees for follow-on acquisitions. All contractor employees under a new contract are subject to the requirements in Sections 2 or 3; however, the time needed to meet security requirements may be shorter for personnel who already have a favorable fitness determination.

---

<sup>1</sup> A controlled facility is an area to which security controls have been applied to protect agency assets. Entry to the controlled area is restricted to personnel with a need for access.

Contractor employees may begin work on the contract start date provided all applicable documentation in Sections 1, 2, and 3 has been received by the EPA and there is no derogatory information to preclude a favorable determination. Timely submission of contractor employees' security forms and other required documentation is essential.

A favorable determination may be revoked at any time should the EPA discover derogatory information that deems a contractor employee unfit. Contractor employees deemed unfit will not be allowed to continue under the contract, and the contractor will be responsible for providing replacements acceptable to the EPA.

The EPA may make a determination of a contractor employee's fitness at any of the following points:

- When the EPA prescreens the individual's security forms. "Red flag" issues include:
  - Having been fired from a previous job or having left under unfavorable circumstances within the past 5 years (or longer, depending on the security form questions and type of investigation);
  - Failure to register with the Selective Service System (applies to male applicants born after December 31, 1959);
  - Within the past 5 years (or longer, depending on the security form questions and type of investigation), any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law;
  - Illegal drug use within the previous year, or drug manufacture or other involvement for profit within the past 5 years (or longer, depending on the security form questions and type of investigation).
- When FBI fingerprint results are returned to the EPA;
- When OPM returns the individual's investigative results to the EPA;
- When the EPA becomes aware that the contractor employee may not be fit to perform work for or on behalf of a federal agency. The contractor is responsible for monitoring its employees' fitness to work and notifying the EPA immediately of any contractor employee arrests or illegal drug use.

### **1) Initial Contractor Requirements**

This section contains the contractor's initial security requirements, which must be met before contractor employees can perform work **on-site** at EPA under this contract.

- a) The contractor must identify a point of contact (POC) and alternate POC to facilitate security processes.

- b) The contractor must ensure that all foreign nationals who will work under this contract have a valid U.S. Immigrant Visa or nonimmigrant Work Authorization Visa. The contractor must use E-Verify to verify employment eligibility as required by the FAR.
- c) The EPA requires contractor employee information for the investigative and EPASS processes. Immediately upon contract award or anytime new personnel are brought onboard, the contractor POC must log on to a secure, EPA-identified portal, create an account, and submit complete contractor employee information: Full name (as found on employment records and driver's license), Social Security number, date of birth, place of birth (city, state, country), citizenship, employee email address, EPA Program Office or Regional Office, and EPA work city and state. Note: Incomplete names, inaccurate names, and nicknames are unacceptable and may delay contractor employees' start date. Instructions and the portal link will be provided upon contract award.
- d) EPA will provide the login information for the portal. After submission of the contractor employees' data, the Contracting Officer's Representative (COR) will notify the contractor POC if additional information or corrections are required. The COR's approval of the information triggers the investigative and EPASS processes.

**2) Requirements for Contractor Employees Needing Unescorted Access for 6 Months or Less**

This section contains the requirements for contractor employees who are not eligible for an EPASS badge but who need unescorted physical access. The minimum security requirement is an FBI fingerprint check.

- a) Before the contractor employee can begin work on-site at the EPA:
  - i) He/she must be fingerprinted by the EPA; arrangements will be made by the COR.
  - ii) The contractor employee must satisfactorily respond to all questions/information requests arising from the EPA's review of the fingerprint results.
  - iii) The EPA must determine that the fingerprint results are favorable.

Once all requirements in Section 2(a) are met, the COR/PO and contractor employee will be notified that the contractor employee can start work. Contractor employees will be issued a physical access badge and may work on-site at EPA. Contractor employees must sign a receipt acknowledging responsibility to safeguard the badge and surrender it when required (see Section 4.b).

**3) Requirements for Contractor Employees Needing Unescorted Access for more than 6 Months**

This section contains the requirements for contractor employees who are eligible for an EPASS badge and who must have, at a minimum, a NACI background investigation

completed or initiated. Contractor employees needing access to sensitive information or otherwise occupying moderate or high-risk positions must undergo an investigation above the NACI level. The EPA will assign a position risk level to each position on the contract and identify which contractor employees are EPASS-eligible.

- a) EPASS-eligible contractor employees must undergo a background investigation appropriate to the risk level of the position occupied, as specified by the EPA; the minimum acceptable investigation is a NACI.
- b) Employees who have previously undergone a federal background investigation at the required level and who have worked for or on behalf of the federal government without a break in service since the investigation was completed may not need a new investigation. The EPA will verify the investigative information and notify the contractor employee and COR if a new investigation is required. If an investigation is not needed, the contractor employee must still be fingerprinted by the EPA for an FBI fingerprint check and have favorable fingerprint results returned before beginning work on-site at EPA.
- c) Before beginning work on-site at the EPA, contractor employees who require a new background investigation must:
  - i) Complete and submit the appropriate OPM security questionnaire specified by the EPA via OPM's e-QIP system. Access to e-QIP will be provided by the EPA; the questionnaires are viewable at [www.opm.gov/forms](http://www.opm.gov/forms). Foreign national contractor employees must, on the security questionnaire, provide their alien registration number or the number, type, and issuance location of the visa used for entry to the United States.
  - ii) For a NACI only, also complete the OF 306, Declaration for Federal Employment, as required by OPM for any NACI and available at [http://www.opm.gov/forms/pdf\\_fill/of0306.pdf](http://www.opm.gov/forms/pdf_fill/of0306.pdf). Contractor employees must answer questions 1-13 and 16, then sign the form on the "Applicant" line, 17a.
  - iii) Follow all instructions on the form(s), answer all questions fully, and submit signature pages as directed by the EPA.
  - iv) Be fingerprinted by the EPA; arrangements for fingerprinting will be made by the COR.
  - v) Satisfactorily respond to all questions/information requests arising from the EPA's review of the forms or fingerprint results.
  - vi) Receive favorable fingerprint results.
- d) Once all requirements in Section 3(c) are met, the COR/PO and contractor employee will be notified that the contractor employee can start work. Contractor employees may work on-site at EPA while OPM conducts the background investigation.
- e) At a time and location specified by the EPA, contractor employees must report in person for EPASS identity (ID) proofing and show two unexpired forms of identification from

the lists on Department of Homeland Security Form I-9. At least one of the documents must be a valid, unexpired state or federal government-issued photo ID; non-U.S. citizens must show at least one ID from Column A on Form I-9.

- f) Before being issued an EPASS badge, contractor employees must sign a receipt acknowledging responsibility to safeguard the badge and surrender it when required (see Section 4.b). Contractor employees must meet all EPASS badge life-cycle requirements.
- g) A contractor employee has the right to appeal, in writing through the contractor POC to the COR, the denial or revocation of an EPASS badge. If the COR believes the appeal is justified, he/she will forward it to the Security Management Division (SMD). SMD's decision on behalf of the EPA will be final.

#### **4) Ongoing Contractor Security Responsibilities**

- a) The contractor POC must immediately provide updated information via the secure portal when new contractor employees are added to the contract. These contractor employees must meet all initial investigative requirements before beginning work on-site at EPA. The contractor POC must also update information via the secure portal whenever a contractor employee leaves the contract.
- b) The contractor POC must ensure that all EPA physical access and EPASS badges are returned to the COR as soon as any of the following occurs, unless otherwise determined by the Agency: (i) when the badge is no longer needed for contract performance; (ii) upon completion of a contractor employee's employment; (iii) upon contract completion or termination.
- c) These EPA security requirements must be incorporated into all resulting subcontracts wherein contractor personnel working under the subcontract require EPA physical access.

Attachment #6

**Government Furnished Equipment**

## EPA Region 4 - Information Resources Management Services Government Furnished Equipment

Item Description	Location	EPA Decal #	Brand	Model #	Serial #
Library Computer	9 <sup>th</sup> Floor Regional Library # 9T60 Circulation Desk	B10061	Dell	Optiplex 755	J18QMG1
Library Computer	9 <sup>th</sup> Floor Regional Library Room # 9T63	A79838	Dell	OptiPlex GX620	G756N81
Regional Records Computer Printer	9 <sup>th</sup> Floor Cubicle #	A79947	Dell	OptiPlex GX620	2PB4N81
Regional Records Computer	9 <sup>th</sup> Floor - Room 9T88 Cubicle #	A68370	Dell	OptiPlex GX270	2LMWX11



Item Description	Location	EPA Decal #	Brand	Model #	Serial #
Regional Records Computer	9 <sup>th</sup> Floor - Room 9T88 Cubicle # 9070	A80532	Dell	OptiPlex GX620	67TLYB1
Regional Records Computer	9 <sup>th</sup> Floor - Room 9T88 Cubicle # 9074	A79941	Dell	OptiPlex GX620	4X94N81
Water Protection Division Computer	15 <sup>th</sup> floor Cubicle # 15001	A80292	Dell	OptiPlex GX620	F462XB1
OEA File Room Computer Printer	13 <sup>th</sup> Floor Room # 13T3	A80741	Dell	OptiPlex GX620	62TLYB1

Item Description	Location	EPA Decal #	Brand	Model #	Serial #
Water Protection Division TMDL Computer Printer	15 <sup>th</sup> floor Cubicle # 15000	A80412	Dell	OptiPlex GX620	49GLYB1
OEA Law Library	13 <sup>th</sup> Floor Room # 13T64A				
Computer	Law Library Receptionist Area	A80492	DELL	Optiplex GX620	BBGLYB1
Computer	Law Library Room	A80652	DELL	Optiplex GX620	CSDLYB1
Printer	Law Library Room	n/a	HP	LaserJet 9050dn	JPDL68Q04Z
Scanner	Law Library Receptionist Area	S38609	Fujitsu	fi-5220c	014628

One (1) Government Leased Vehicle: **Make/Model:** Dodge / Caravan

**Year:** 2005

**Color:** Blue

**Tag #:** G41-4455B

**GSA Fleet #:** G41-4455B